

DOCKET NO. UWY-CV-14-6026552-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., ET AL.,	:	J.D. WATERBURY
Plaintiffs	:	
	:	
VS.	:	AT WATERBURY
	:	
PREFERRED TOOL AND DIE, INC., ET AL.,	:	
Defendants.	:	JUNE 11, 2015

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF ITS
MOTION FOR ORDER OF COMPLIANCE TO DEFENDANTS PREFERRED
TOOL AND DIE, INC. AND PREFERRED AUTOMOTIVE COMPONENTS
TO RESPOND TO PLAINTIFF'S REQUESTS FOR PRODUCTION**

Plaintiffs, Nucap Industries Inc. ("Nucap Industries") and Nucap US Inc., as the successor to Anstro Manufacturing ("Nucap US") (collectively "Plaintiffs" or "NUCAP"), respectfully file this Memorandum of Law in support of their Motion for Order of Compliance seeking to compel Defendants Preferred Tool and Die, Inc. ("Preferred Tool"), and Preferred Automotive Components, a division of Preferred Tool and Die ("Preferred Automotive") (collectively, "Preferred") to fully respond to Plaintiffs' First Set of Requests for Production ("Requests for Production") and produce documents responsive to the Requests for Production.

I. INTRODUCTION

Plaintiffs are an industry leader in the design and manufacture of aftermarket automotive parts and have brought this action against Preferred and Defendant Robert A. Bosco, Jr. for misappropriation of Plaintiffs' trade secrets and proprietary product design information. After Preferred—a company with no prior experience in the automotive or brake pad industry—either hired or associated itself with several former employees of Plaintiffs, it quickly "came to market" with a line of automotive products that had a striking resemblance to products manufactured and designed by Plaintiffs. One such Preferred employee (and former employee of an affiliate of Plaintiffs) even began marketing Preferred's brake shim products by touting his experience with

Plaintiffs and referencing information relating to NUCAP that Preferred could potentially share with the customer. In Plaintiffs' view, it quickly became clear what was happening—Preferred had raided Plaintiffs' proprietary design materials by hiring away a group of NUCAP employees and then benefitted (without authorization) from the trade secret, confidential and proprietary information belonging to NUCAP in the design, development, manufacturing and marketing of Preferred's brake shims.

When Plaintiffs served Preferred with Requests for Production targeted at Preferred's product design and creation, sales data, and customer interactions, Preferred delayed for more than two months in responding or providing documents. The written responses and documents Preferred did finally provide fell well short of the mark for discovery in Connecticut. Despite acknowledging that such documents existed, Preferred refused to produce any information on its product designs, customer relationships, sales data, and other related information that is central to Plaintiffs' Complaint and allegations against Preferred.

More specifically, Preferred has withheld a still-to-be determined number of documents under the claim that its documents are so sensitive as to require an "Attorneys' Eyes Only" level of confidentiality and, if produced, cannot be reviewed, discussed, or inspected by Plaintiffs or its representatives under any circumstances. Instead, Preferred has taken the position that its discovery materials—at least the likely large number of documents that Preferred will seek to designate as "Attorneys' Eyes Only" materials—may be reviewed by outside counsel only. Plaintiffs and its representatives would be excluded from viewing Preferred's documents under this proposal, notwithstanding the fact that the documents Preferred is currently refusing to produce are central to Plaintiffs' allegations in this matter. By Preferred's own admission, the documents it has held back from its production are responsive to as many as twenty (20) of

Plaintiffs' Requests for Production (out of a total twenty five (25) requests). Preferred will not even produce documents it considers "Confidential," despite the fact that both parties agree on the protections that would be afforded to "Confidential" documents and no real dispute exists over how those documents would be handled in discovery.

Preferred cannot use a dispute over the terms of a protective order as justification for failing to produce responsive materials, and Connecticut law does not support the overbroad protections Preferred is demanding through a protective order. As a result, the Court should compel Preferred to produce the documents and materials it has admittedly been withholding.

II. BACKGROUND

Plaintiffs initiated this action for misappropriation of trade secrets against Preferred and Bosco on July 21, 2014 in New Haven and filed their Complaint on August 13, 2014. On March 4, 2015, the Superior Court, New Haven J.D., transferred the matter to Waterbury J.D.

On December 23, 2014, Plaintiffs served Preferred with twenty five (25) distinct requests for production and seventeen (17) interrogatories. *See* Ex. 1 and 2. After seeking two separate extensions of time to respond, Preferred submitted its written responses and objections to the Discovery Requests on March 25, 2015—three months after they were originally served. *See* Ex. 3 and 4.

For the overwhelming majority of its responses to the Requests for Production, Preferred refused to produce responsive documents and, instead, stated that it would provide documents only once a "suitable protective order is entered." *See* Ex. 3, Preferred Responses and Objections to Plaintiff's First Requests for Production at ¶¶ 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 25. The categories of documents for which Preferred has refused to produce any responsive materials include key issues and topics such as:

- The personnel files of former employees of Plaintiffs who are currently employed in substantially similar positions by Preferred (Request No. 2);
- Documents concerning Preferred's marketing, business strategies, and models for certain automotive parts for which Plaintiffs allege that Preferred created and designed through the improper use of Plaintiffs' trade secrets and confidential information (Request No. 5);
- Documents relating to Preferred's activities at an industry convention where Plaintiffs allege that Preferred came into possession of some of Plaintiffs' trade secrets (Request No. 6);
- Documents concerning Preferred's design, creation, and manufacture for certain automotive parts for which Plaintiffs allege that Preferred created and designed through the improper use of Plaintiffs' trade secrets and confidential information (Request No. 7);
- Documents concerning design plans and drawings for automotive brake components offered for sale by Preferred (Request No. 8);
- Documents concerning Preferred's "product portfolio," as referenced in a letter authored by a former employee of Plaintiffs, Carl Dambrauskas (Request No. 9);
- Preferred's sales from January 1, 2012 to the present (Request No. 10);
- Communications between Preferred and former employees of Plaintiffs who are currently employed in substantially similar positions by Preferred (Request No. 11);
- Communications between Preferred and Robert Bosco, a former employee of Plaintiffs who Plaintiffs believe has disclosed confidential material to Preferred (Request No. 11);
- Documents concerning Preferred's recruitment or hiring of the former employees of Plaintiffs and Bosco (Request No. 12);
- Communications between Preferred and Bosco from January 1, 2012 to the present (Request No. 13);
- Documents concerning the current or past roles at Preferred of the former employees of Plaintiffs who are currently employed in substantially similar positions by Preferred (Requests No. 15-18);
- Documents reflecting agreements between Preferred, Bosco and the former employees of Plaintiffs who are currently employed in substantially similar positions by Preferred (Requests No. 20-24).

See Ex. 3. Preferred has additionally been withholding documents that would be “Confidential” in nature only. *See id.* at ¶¶ 2, 6, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, and 24; *see also* Ex. 9.

In subsequent meet and confer efforts between the parties, Preferred proposed a draft protective order that would allow the parties to designate discovery materials as either “Confidential” or “Attorneys’ Eyes Only.” *See* Ex. 5, 6 and 7. Under Preferred’s version of an “Attorneys’ Eyes Only” provision, the only persons who could review or examine documents designated as “Attorneys’ Eyes Only” would be outside counsel. Ex. 5 and 6. Neither the parties nor their representatives could see or review the “Attorneys’ Eyes Only” documents. Ex. 7.

In effect, Preferred’s proposal would deny employees of Plaintiffs the ability to review discovery materials produced by Preferred under an “Attorneys’ Eyes Only” designation and would similarly preclude outside counsel from consulting with their clients for the “Attorneys’ Eyes Only” documents. Ex. 6 and 7. Consequently, as a work around, Plaintiffs proposed that each party designate two representatives (whose identities would be disclosed to the other party) who would be authorized to view the potentially sensitive documents produced under an “Attorneys’ Eyes Only” designation. Ex. 5. Preferred rejected that reciprocal proposal. *See* Ex. 6 and 7. Instead, unless and until Plaintiffs agreed to Preferred’s definition of “Attorneys’ Eyes Only” protection, Preferred has advised that it will not be producing documents that it believes are highly sensitive. *See* Ex. 3 and 9.

Preferred has even refused to produce “confidential documents,” notwithstanding the lack of any dispute on that issue. In fact, the parties are generally in agreement on the treatment of “Confidential” documents. *See* Ex. 8. Preferred, however, has even gone as far as to hold up the

review of *all* documents (including simply “confidential” ones) pending the resolution of the “Attorneys’ Eyes Only” issues. *See* Ex. 9. Thus, even for documents that would only be considered “Confidential” and documents for which the parties have reached an agreement on confidentiality treatment, Preferred has refused to produce those documents until Plaintiffs agree to Preferred’s overbroad proposal for “Attorneys’ Eyes Only” protection. Although Plaintiffs attempted to narrow the scope of the parties’ dispute and reach a resolution on the production of “Confidential” materials, Preferred has been unwilling to compromise or cooperate in any fashion. *See* Ex. 8 and 9.

As discovery currently stands, Preferred has produced only fifteen (15) documents to Plaintiffs in discovery—materials that consist entirely of non-controversial and background materials like product brochures, documents relating to membership in industry trade groups, and letters exchanged by legal counsel. Preferred has not produced a single email, nor has it produced any of the product drawings, specifications, or product development documents (among others) that will shed light on the key issues in this litigation. Preferred’s notion of a “suitable” protective order has brought discovery to a standstill and currently threatens to preclude Plaintiffs from obtaining the discoverable information that Preferred admits exists but is refusing to produce to Plaintiffs.

III. ARGUMENT

A. The Documents Preferred Is Withholding Are Discoverable Under Practice Book § 13-2 and Should be Produced.

The scope of discovery in Connecticut is broad and favors the liberal disclosure of information. Under Practice Book §13-2, “a party . . . may obtain . . . discovery of information or disclosure, production and inspection of papers, books or documents material to the subject matter involved in the pending action, which are not privileged.” Practice Book §13-2. Further,

“[d]iscovery shall be permitted if the disclosure sought would be of assistance in the prosecution or defense of the action and if it can be provided by the disclosing party or person with substantially greater facility than it could otherwise be obtained by the party seeking disclosure.” *Id.* Our Supreme Court has held, when considering the scope of discovery, that information is discoverable where the information requested is “reasonably calculated to lead to the discovery of admissible evidence.” *Sanderson v. Steve Snyder Enterprises, Inc.*, 491 A.2d 289 (Conn. 1985).

B. Trade Secrets Are Discoverable in Connecticut and Preferred’s Position on an “Attorneys’ Eyes Only” Restriction Is Unwarranted and Unsupportable.

In Connecticut, trade secrets are considered discoverable information and do not qualify as “privileged information” that falls outside the scope of Practice Book § 13-2. Especially in actions where the plaintiff is alleging a misappropriation of its trade secrets, the plaintiff is fully entitled to obtain discovery on otherwise confidential information like a defendant’s customers, products, pricing, and sales. *Microtech Int’l, Inc. v. Fair*, 1992 Conn. Super. LEXIS 2754, at *7 (Conn. Super. Ct. Sept. 18, 1992); *Automation Sys. Integration v. Autoswage-Products*, 1996 Conn. Super. LEXIS 1154 (Conn. Super. Ct. May 6, 1996).

Microtech, a misappropriation of trade secrets case with a remarkably similar procedural posture, should inform the Court’s analysis on this Motion. *See Microtech*, 1992 Conn. Super. LEXIS 2754, at *7. Like here, the defendant in *Microtech* refused to produce any “trade secret” materials (product design materials and sales data, among other things) in discovery and argued that the confidential nature of the information precluded the plaintiff’s ability to obtain discovery of those materials. *Id.* at *4. When plaintiff moved to compel the production of the trade secret and confidential materials that defendant was withholding, the *Microtech* court granted the motion and rejected the defendant’s request for an overly broad protective order. *Id.* at *7.

The only “confidentiality” limitation the court placed on discovery was to shield confidential materials from the *general public*. *Id.* at *9. The court expressly held that discovery, while it would be conducted in private and among the parties, could involve “persons involved in the litigation being present.” *Id.* To ensure that the litigants did not disclose any confidential information to the public at large, the court fashioned the sensible remedy of sealing the court file and ordering the parties not to disclose any alleged trade secret without court approval. *Id.* (“[A]ny person involved in this litigation is not to disclose any alleged trade secret without prior court approval.”).

Here, Plaintiffs have offered a proposal to Preferred that would limit disclosure of highly sensitive business materials to two representatives of each company only, a restraint that actually would be more restrictive than the confidentiality protections carved out by the court in *Microtech*.¹ Yet Preferred has refused all the same. Instead, Preferred has failed to provide the requested discovery and is insisting on a protective order that would prevent *any persons* employed by Plaintiffs from viewing or accessing discovery materials designated by Preferred as “Highly Confidential” or “Attorneys’ Eyes Only.” The relevant law in Connecticut squarely and fatally undermines Preferred’s proposed limitations. *See Microtech*, 1992 Conn. Super. LEXIS 2754, at *9. When Plaintiffs attempted to accommodate Preferred’s concern through a proposal that would limit disclosure of highly sensitive documents to two designated and identified business representatives for each party, Preferred rejected the notion outright and refused to compromise. *See Ex. 7*. Preferred will not even produce documents it intends to mark as “Confidential,” despite the fact that the parties have agreed to the substantive terms of confidentiality protection for those documents and Plaintiffs have advised Preferred that it is

¹ A copy of the Plaintiffs’ proposed Protective Order is attached hereto as Exhibit 10.

willing to agree to and honor the confidentiality treatment of any documents Preferred produced to Plaintiffs under a “Confidential” designation.

Preferred’s refusal to produce the information requested in discovery is unreasonable for several reasons, the least of which being the holding in *Microtech*. If Preferred wishes to protect its trade secrets from the general public, it has that right and Plaintiffs join in the view that *some* confidentiality treatment is necessary, given the nature of the allegations and issues in this case. Preferred, however, cannot withhold all potentially confidential documents from discovery no matter how relevant or discoverable the documents might be, under the guise that it needs an overly restrictive “Attorneys’ Eyes Only” designation for its discovery materials. Plaintiffs have been and will continue to be prejudiced in its prosecution of this matter if Preferred is continued to allow to withhold documents through its position on a protective order. Each day that Plaintiffs are denied discovery hinders their ability to learn the exact nature of Preferred’s conduct and, potentially, to seek additional relief from this Court to enjoin Preferred’s actions.

IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court grant Plaintiffs’ Motion for Order of Compliance and enter an order in the form attached.

PLAINTIFFS,
NUCAP INDUSTRIES, INC. and NUCAP US,
INC.

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CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 11th day of June, 2015 to all counsel and self-represented parties of record, as follows:

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EXHIBIT 1

DOCKET NO. NNH-CV14-6049044-S	:	SUPERIOR COURT
	:	
NUCAP INDUSTRIES INC., ET AL.	:	J.D. NEW HAVEN
	:	
VS.	:	AT NEW HAVEN
	:	
PREFERRED TOOL AND DIE, INC., ET AL.	:	DECEMBER 23, 2014

**PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANTS PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS**

Pursuant to Practice Book § 13-9, Plaintiffs NUCAP Industries Inc. ("NUCAP") and Nucap US, Inc., as the successor to Anstro Manufacturing ("Nucap US") request that Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components, a division of Preferred Tool and Die, produce the following documents to undersigned counsel within 30 days of receipt of these Requests.

DEFINITIONS

The definitions, rules of construction, and procedures set forth in Conn. Practice Book § 13-1 are incorporated into these Requests. In addition, as used in these Requests, the following terms and phrases shall have the following meaning:

1. "Electronic device" shall include personal computers, laptops, servers, personal digital assistants, smart phones, cell phones (including prepaid phones, private lines, and/or "burner" phones), electronic tablets (e.g., iPad), handheld devices, memory cards, flash drives, thumb drives, external hard drives, floppy disks, CDs, DVDs, optical media, or other electronic or magnetic storage devices of any kind.
2. "NUCAP" refers to Plaintiff NUCAP Industries Inc.
3. "Nucap US" refers to Plaintiff Nucap US, as successor in interest to Anstro Manufacturing, Inc.
4. "Plaintiffs" refers collectively to NUCAP and Nucap US.

5. "Anstro" refers to Anstro Manufacturing, Inc.
6. "Bosco" refers Defendant Robert Bosco.
7. "Preferred Automotive" refers to Defendant Preferred Automotive Components, a subsidiary of Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.
8. "Preferred Tool" refers to Defendant Preferred Tool and Die, Inc. and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.
9. "You" "Your" or "Preferred" refers collectively to Defendants Preferred Automotive and Preferred Tool and specifically includes all of their officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on their behalf.
10. "Dambrauskas" refers to Carl Dambrauskas, former Nucap US employee and current employee of Preferred Automotive.
11. "Reynolds" refers to Thomas Reynolds, former Nucap US employee and current employee of Preferred Automotive.
12. "SAE Brake Colloquium" means the SAE Brake Colloquium and Exhibition held in Jacksonville, Florida in October 2013.
13. "Plaintiffs' Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Plaintiffs, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

14. "Preferred's Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Preferred, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

15. "Complaint" means the Complaint filed by Plaintiffs in the above-captioned action.

16. "Confidentiality Agreement" shall mean the "Confidentiality and Intellectual Property Agreement" attached to the Complaint as Exhibit A.

17. "Dambrauskas Letter" shall mean the April 24, 2013 letter from Carl Dambrauskas attached to the Complaint as Exhibit B.

INSTRUCTIONS

1. In answering these Requests, please produce all documents within your possession, custody or control, including, without limitation, all documents which are possessed by or available to your attorneys, accountants, agents, representatives and all other persons acting or purporting to act for or on behalf of Preferred and who, upon Preferred's request, would provide or would have an obligation to provide responsive documents within their possession, custody or control to Preferred.

2. These Requests shall be deemed continuing so as to require supplemental responses if you acquire additional documents between the time of the your responses hereto and the conclusion of trial.

3. Unless stated otherwise, the relevant time period for these Requests is January 1, 2012 to the present.

4. The conjunctions "and" and "or" shall be interpreted both conjunctively and disjunctively so as not to exclude from the scope of the Request any document.

5. If any form of privilege, immunity or other protection from discovery or disclosure is claimed as a ground for withholding responsive documents, please state the following, with respect to any such document so withheld from production:
 - a. The precise privilege, immunity or other protection from discovery or disclosure being claimed with respect to the document; and
 - b. Without disclosing the substance of any information that you claim to be privileged, immune or protected from discovery or disclosure, the subject matter of the information and each and every fact on which you rest your claim to such protection.
6. If Preferred has no documents within its possession, custody or control responsive to a particular Request, please specifically state so in your answer to that Request.
7. References to the singular include the plural and references to the plural include the singular.
8. If, in responding to any of these Requests, you encounter any ambiguity, set forth the matter deemed ambiguous and the construction selected or used in your response.

REQUESTS FOR PRODUCTION

1. All documents concerning or referenced in Preferred's responses to Plaintiffs' First Set of Interrogatories Directed to Preferred.
2. All documents in the personnel files for Bosco, Dambraskas, Reynolds, Mike Chasse and/or Don Chasse, and any other former employee of NUCAP or Nucap US who is a current employee, contractor, agent, officer, designee, or affiliate of Preferred.
3. All documents concerning NUCAP, Nucap US, or products of NUCAP or Nucap US that Bosco, Dambraskas, Reynolds, Mike Chasse, Don Chasse and/or any other former employee of NUCAP or Nucap US provided to Preferred.

4. All documents concerning NUCAP, Nucap US, or products of NUCAP or Nucap US that Preferred received from any source.

5. All documents concerning Preferred's marketing, business plans, strategies, and/or models regarding the manufacture, design, or sale of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, including, without limitation, any decision or strategy by Preferred to enter the market for the manufacture, design, or sale of automotive brake components.

6. All documents concerning Preferred's activities at the SAE Brake Colloquium, including, but not limited to, all meetings relating to automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services marketed, promoted, offered, sold, or sponsored by Preferred at the SAE Brake Colloquium.

7. All documents concerning Preferred's design, conception, creation, or date of first manufacturing of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, including, but not limited to, the design, conception, or creation of the following specific products:

- a. Part #20022.01
- b. Part #20224.01
- c. Part #10041.01
- d. Part #20023.01
- e. Part #10040.01
- f. Part #10020.01
- g. Part #20002.02
- h. Part #20017.02

- i. Part #20003.02
- j. Part #20018.02
- k. Part #10009.01

8. All documents concerning design plans, drawings, specifications, product brochures, material data sheets, and samples for any automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services currently offered for sale by Preferred, currently in development by Preferred, or which Preferred intends to offer for sale in the future.

9. All documents concerning Preferred's "product portfolio," as referenced in the Dambrauskas Letter, including, but not limited to any automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services currently offered for sale by Preferred, currently in development by Preferred, or which Preferred intends to offer for sale in the future.

10. All documents concerning projected or actual monthly sales by Preferred, from January 1, 2012 to the present, of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, broken down by amounts, dates, customers to whom the sales were made, and the specific types of products sold.

11. All communications between Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse with any of Plaintiffs' Customers.

12. All documents concerning Preferred's solicitation, recruitment, and/or hiring of Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and any other current or former employee of Plaintiffs, including, but not limited to, communications, offer sheets, job applications, interviews, resumes, memoranda of understanding, compensation terms, terms of

employment, contracts, employment agreements, job responsibilities, account and/or territory coverage, notes, the current or former employees' status with NUCAP or Nucap US, their obligations to NUCAP or Nucap US, their special knowledge and training, their potential customers and their start dates.

13. All documents, including but not limited to communications, Preferred sent to or received from Bosco from January 1, 2012 to the present.

14. All documents concerning or describing Bosco's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to the type of relationship, position or job title(s), and scope or services or job responsibilities.

15. All documents concerning or describing Dambrauskas' current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

16. All documents concerning or describing Reynolds' current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

17. All documents concerning or describing Mike Chasse's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

18. All documents concerning or describing Don Chasse's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

19. All documents concerning any fees, compensation, commission, remuneration, and/or benefits offered, demanded, and/or accepted by Bosco, Dambrauskas, Reynolds, Mike

Chasse and/or Don Chasse from Preferred, including, but not limited to, W-2 forms, 1099 forms, payroll stubs, commission statements, and any arrangement regarding the payment of legal fees or the payment of any judgment in connection with any potential litigation brought by Plaintiffs.

20. All documents concerning agreements between Bosco and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, stockholders agreement, partnership agreement, joint venture agreement, consulting agreement, and/or indemnification agreements.

21. All documents concerning agreements between Dambrauskas and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

22. All documents concerning agreements between Reynolds and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

23. All documents concerning agreements between Mike Chasse and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

24. All documents concerning agreements between Don Chasse and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

25. All documents which Preferred may or intends to introduce at the trial of this matter.

PLAINTIFFS,
NUCAP INDUSTRIES, INC.
and NUCAP US, INC.

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CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 23rd day of December, 2014 to all counsel and self-represented parties of record, as follows:

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EXHIBIT 2

DOCKET NO. NNH-CV14-6049044-S : SUPERIOR COURT
NUCAP INDUSTRIES INC., ET AL. : J.D. NEW HAVEN
VS. : AT NEW HAVEN
PREFERRED TOOL AND DIE, INC., ET AL. : DECEMBER 23, 2014

**PLAINTIFFS' FIRST SET OF INTERROGATORIES DIRECTED
TO DEFENDANTS PREFERRED TOOL AND DIE, INC.
AND PREFERRED AUTOMOTIVE COMPONENTS**

Pursuant to Practice Book § 13-6, Plaintiffs NUCAP Industries Inc. ("NUCAP") and Nucap US, as the successor to Anstro Manufacturing ("Nucap US"), request that Defendants Preferred Tool and Die, Inc. and Preferred Automotive Components, a division of Preferred Tool and Die, respond to the following Interrogatories in writing within thirty (30) days of receipt.

DEFINITIONS

The definitions, rules of construction, and procedures set forth in Conn. Practice Book § 13-1 are incorporated into these Interrogatories. In addition, as used in these Interrogatories, the following terms and phrases shall have the following meaning:

1. "Electronic device" shall include personal computers, laptops, servers, personal digital assistants, smart phones, cell phones (including prepaid phones, private lines, and/or "burner" phones), electronic tablets (e.g., iPad), handheld devices, memory cards, flash drives, thumb drives, external hard drives, floppy disks, CDs, DVDs, optical media, or other electronic or magnetic storage devices of any kind.
2. "NUCAP" refers to Plaintiff NUCAP Industries Inc.
3. "Nucap US" refers to Plaintiff Nucap US, as successor in interest to Anstro Manufacturing, Inc.
4. "Plaintiffs" refers collectively to NUCAP and Nucap US.
5. "Anstro" refers to Anstro Manufacturing, Inc.

6. "Bosco" refers Defendant Robert Bosco.
7. "Preferred Automotive" refers to Defendant Preferred Automotive Components, a subsidiary or business unit of Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.
8. "Preferred Tool" refers to Defendant Preferred Tool and Die, Inc., and specifically includes all of its officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on its behalf.
9. "You" "Your" or "Preferred" refers collectively to Defendants Preferred Automotive and Preferred Tool and specifically includes all of their officers, directors, employees, representatives, agents, independent contractors, attorneys, and all others acting for and/or on their behalf.
10. "Dambrauskas" refers to Carl Dambrauskas, former Nucap US employee and current employee of Preferred Automotive.
11. "Reynolds" refers to Thomas Reynolds, former Nucap US employee and current employee of Preferred Automotive.
12. "SAE Brake Colloquium" means the SAE Brake Colloquium and Exhibition held in Jacksonville, Florida in October 2013.
13. "Plaintiffs' Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Plaintiffs, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

14. "Preferred's Customers" shall mean any individual, public or government entity or agency, private corporation, business, or any other entity which has purchased, or has been solicited to purchase, automotive brake components by Preferred, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services.

15. "Complaint" means the Complaint filed by Plaintiffs in the above-captioned action.

16. "Confidentiality Agreement" shall mean the "Confidentiality and Intellectual Property Agreement" attached to the Complaint as Exhibit A.

17. "Dambrauskas Letter" shall mean the April 24, 2013 letter from Carl Dambrauskas attached to the Complaint as Exhibit B.

INSTRUCTIONS

1. In answering these Interrogatories, please provide all information within your possession, custody or control, including, without limitation, all information which is possessed by or available to Preferred's attorneys, accountants, agents, representatives and all other persons acting or purporting to act for or on behalf of Preferred and who, upon Preferred's request, would provide or would have an obligation to provide responsive information within their possession, custody or control to Preferred.

2. Unless stated otherwise, the time period for these Interrogatories is January 1, 2012 to the present.

3. These Interrogatories shall be deemed continuing so as to require supplemental responses if Preferred acquires additional information between the time of Preferred's responses hereto and the conclusion of trial.

4. The conjunctions “and” and “or” shall be interpreted both conjunctively and disjunctively so as not to exclude from the scope of the Interrogatory any information or subject matter.

5. If any form of privilege, immunity or other protection from discovery or disclosure is claimed as a ground for withholding responsive information, please state the following, with respect to such information so withheld from production:

- a. The precise privilege, immunity or other protection from discovery or disclosure being claimed with respect to the information; and
- b. Without disclosing the substance of any information that Plaintiffs claim to be privileged, immune or protected from discovery or disclosure, the subject matter of the information and each and every fact on which Plaintiffs rest its claim to such protection.

6. If Preferred has no information within its possession, custody or control responsive to a particular Interrogatory, please specifically state so in Preferred's answer to that Interrogatory.

7. If any Interrogatory is answered by reference to a Document or group of Documents, with respect to each such answer, identify the specific Document or Documents containing the requested information; in the case of multi-page Documents, the subject matter, dates and page numbers should be specified.

8. References to the singular include the plural and references to the plural include the singular.

9. If, in responding to any of these Interrogatories, Preferred encounters any ambiguity, set forth the matter deemed ambiguous and the construction selected or used in

Preferred's response. If in response to any Interrogatory, Preferred does not know all facts necessary to provide a complete and specific answer, Preferred should provide an answer to such portion of the Interrogatory as it can and provide such facts as are known to it and any estimates, approximations, or beliefs that Preferred considers reliable. Any such estimates, approximations or beliefs should be clearly denoted as such, and the basis for Preferred's belief in their reliability should be explained.

INTERROGATORIES

1. Identify the person or persons, other than outside counsel, answering or providing information as part of the answers to these Interrogatories, and identify the Interrogatory answers to which each person listed provided information.

2. Identify each person with knowledge or whom you believe has knowledge of any facts relevant to any of the issues, claims, or defenses in this action, including a detailed description of the facts known or believed to be known by each such person.

3. Identify each and every email address, telephone number, cellular phone number, and/or other electronic device, computer, or tablet that Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse has used at any time to communicate on behalf of Preferred, including but not limited to electronic devices belonging to Preferred.

4. Identify all actual or prospective Preferred Customers with whom Preferred has communicated or whom Preferred, or anyone on Preferred's behalf, has contacted, since January 1, 2012, for any sales or other business purpose (whether in person, by phone, by mail, by electronic messaging, etc.), including:

- a. the identity/identities of the actual or prospective Preferred Customer involved;
- b. a description of the circumstances of each such communication or contact (in writing, by telephone, by e-mail, in person, etc.);

- c. the actual and/or approximate date(s) of each such communication or contact;
- d. the identity/identities of all individuals who participated in the communication or contact;
- e. on whose behalf the individual(s) communicated with or contacted the actual or prospective Preferred Customer (*i.e.*, the name of the Preferred-related entity on whose behalf the individual(s) was acting);
- f. a detailed description of the substance of any such communication;
- g. a detailed description of the terms of any and all solicitations, sales proposals, or offers to, or transactions, contracts, leases, sales, proposed sale, or other agreements with any and all such Preferred Customers;
- h. the gross dollar amount, and net profit obtained or anticipated on account of any transactions, contracts, leases, sales, or other agreements with any and all such Preferred Customers;
- i. any commission, incentive, or other compensation promised, received, or anticipated by Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse in connection with any such transactions, contracts, leases, sales, or other agreements with any and all such Preferred Customers; and
- j. all referrals Preferred has received and/or anticipates receiving as a result of such communication or contact.

5. Identify all actual or prospective suppliers of Preferred (and their representatives, employees, or agents) with whom you, or any other person on your behalf or with your assistance, have communicated or whom you, or anyone on your behalf or with your assistance, have contacted, since January 1, 2012, for any sales or other business purpose (whether in person, by phone, by mail, by electronic messaging, etc.), including:

- a. the identity/identities of the actual or prospective supplier involved;
- b. a description of the circumstances of each such communication or contact (in writing, by telephone, by e-mail, in person, etc.);
- c. the actual and/or approximate date(s) of each such communication or contact;
- d. the identity/identities of all individuals who participated in the communication or contact;

- e. on whose behalf you communicated with or contacted the actual or prospective supplier (*i.e.*, the name of the person(s) or company(ies) on whose behalf you were acting);
- f. a detailed description of the substance of any such communication;
- g. a detailed description of the terms of any and all solicitations, sales proposals, or offers to, or transactions, contracts, leases, sales, proposed sale, or other agreements with any and all such suppliers;
- h. the gross dollar amount, and net profit obtained or anticipated by your or your employer on account of any contracts, leases or other sales with/to any such supplier;
- i. any commission, incentive, or other compensation promised, received, or anticipated by you in connection with such contract, lease, sale, proposed sale, or other agreement; and
- j. all referrals you or your employer have received or anticipate receiving as a result of such communication or contact.

6. Describe in detail the purpose and substance of any communications between any employees or representatives of Preferred and Bosco, at any time after June 1, 2011.

7. Identify the dates of any interviews or employment related meetings between, on the one hand, Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and, on the other hand, Preferred, and all attendees at any such interviews or employment related meetings.

8. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, offered for sale, marketed, promoted, or sponsored by Preferred at the SAE Brake Colloquium.

9. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services offered for sale by Preferred from January 1, 2012 to the present.

10. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services in development by Preferred.

11. Describe in detail the reason why Preferred decided to begin offering for sale automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, and identify: the individuals involved in that decision; any business plans or similar documents created in connection with that decision; any meeting minutes or other records reflecting communications regarding the (at the time) prospective sale of automotive brake components (including but not limited to meeting minutes or other records reflecting the decision to create the separate division now known as Preferred Automotive Components); and the first date on which Preferred began offering for sale automotive brake components.

12. List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, which have been designed, manufactured, or created by or for Preferred at any time from January 1, 2012 through the present, which Preferred has not yet offered for sale.

13. Identify the employees of Preferred Automotive Components from the inception of that division through the present and, for each such person, describe his or her job duties and when he or she became employed and, where applicable, when such person left the employ of Preferred Automotive Components.

14. Identify all persons who have been in any way responsible for the conception, design, drawings, engineering plans, development, manufacture, distribution, and/or sale of automotive brake components, including but not limited to friction products, shims, brakes,

brake pads, caliper hardware and/or related parts and services, on behalf of Preferred and, for each such person, identify his or her contribution.

15. Identify any business plans, descriptions and/or other communications between Preferred and any lender to Preferred regarding the creation and/or operations of Preferred Automotive Components.

16. Identify all persons who you expect to call as witnesses at trial in this matter and state with specificity the facts and opinions to which each witness will testify.

17. Identify all persons who you expect to call as an expert witness at trial in this matter and state with specificity the facts and opinions to which each expert witness will testify.

PLAINTIFFS,
NUCAP INDUSTRIES, INC.
and NUCAP US, INC.

By /s/Nicole H. Najam
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Attorneys for Plaintiffs

CERTIFICATION

I, _____, hereby certify that I have reviewed the above interrogatories and responses thereto and that the responses are true and accurate to the best of my knowledge.

By _____

Subscribed and sworn to before
me this ____ day of _____, 2014.

Notary Public
My Commission Expires:

CERTIFICATION

This is to certify that a copy of the foregoing was mailed, postage prepaid or delivered electronically or non-electronically, on this 23rd day of December, 2014 to all counsel and self-represented parties of record, as follows:

Stephen J. Curley, Esq.
Brody Wilkinson, P.C.
2507 Post Road
Southport, CT 06890

David A. DeBassio, Esq.
Hinckley Allen & Snyder LLP
20 Church Street
Hartford, CT 06103

/s/Nicole H. Najam
Nicole H. Najam

EXHIBIT 3

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,	)	SUPERIOR COURT
)	
Plaintiffs,	)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.	)	MARCH 25, 2015

**DEFENDANTS PREFERRED TOOL AND DIE, INC., AND PREFERRED
AUTOMOTIVE COMPONENTS' RESPONSES AND OBJECTIONS TO PLAINTIFFS'
FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS**

Pursuant to Practice Book § 13-10, Defendants Preferred Tool and Die, Inc, and Preferred Automotive Components (a d/b/a of Preferred Tool and Die, Inc.) (collectively "Preferred" or "Defendant"), by and through their attorneys, hereby respond and object to Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap" or "Plaintiffs") First Set of Requests for Production of Documents, dated December 23, 2014.

DOCUMENT REQUESTS

REQUEST NO. 1:

All documents concerning or referenced in Preferred's responses to Plaintiffs' First Set of Interrogatories Directed to Preferred.

RESPONSE TO REQUEST NO. 1:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that

any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 2:

All documents in the personnel files for Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and any other former employee of NUCAP or Nucap US who is a current employee, contractor, agent, officer, designee, or affiliate of Preferred.

RESPONSE TO REQUEST NO. 2:

Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 3:

All documents concerning NUCAP, Nucap US, or products of NUCAP or Nucap US that Bosco, Dambrauskas, Reynolds, Mike Chasse, Don Chasse and/or any other former employee of NUCAP or Nucap US provided to Preferred.

RESPONSE TO REQUEST NO. 3:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any

other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant states that Preferred has no such documents.

REQUEST NO. 4:

All documents concerning NUCAP, Nucap US, or products of NUCAP or Nucap US that Preferred received from any source.

RESPONSE TO REQUEST NO. 4:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant states that Preferred has no such documents.

REQUEST NO. 5:

All documents concerning Preferred's marketing, business plans, strategies, and/or models regarding the manufacture, design, or sale of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, including, without limitation, any decision or strategy by Preferred to enter the market for the manufacture, design, or sale of automotive brake components.

RESPONSE TO REQUEST NO. 5:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 6:

All documents concerning Preferred's activities at the SAE Brake Colloquium, including, but not limited to, all meetings relating to automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services marketed, promoted, offered, sold, or sponsored by Preferred at the SAE Brake Colloquium.

RESPONSE TO REQUEST NO. 6:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 7:

All documents concerning Preferred's design, conception, creation, or date of first manufacturing of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, including, but not limited to, the design, conception, or creation of the following specific products:

- a. Part #20022.01
- b. Part #20224.01
- c. Part #10041.01
- d. Part #20023. 01
- e. Part #10040.01
- f. Part #10020.01
- g. Part #20002.02
- h. Part #20017.02
- i. Part #20003.02
- j. Part #20018.02
- k. Part #10009.01

RESPONSE TO REQUEST NO. 7:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 8:

All documents concerning design plans, drawings, specifications, product brochures, material data sheets, and samples for any automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services currently offered for sale by Preferred, currently in development by Preferred, or which Preferred intends to offer for sale in the future.

RESPONSE TO REQUEST NO. 8:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 9:

All documents concerning Preferred's "product portfolio," as referenced in the Dambraskas Letter, including, but not limited to any automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related

parts and services currently offered for sale by Preferred, currently in development by Preferred, or which Preferred intends to offer for sale in the future.

RESPONSE TO REQUEST NO. 9:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 10:

All documents concerning projected or actual monthly sales by Preferred, from January 1, 2012 to the present, of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, broken down by amounts, dates, customers to whom the sales were made, and the specific types of products sold.

RESPONSE TO REQUEST NO. 10:

Defendant objects to the format requirements of the request, and will produce documents as they are kept in the ordinary course of business. Defendant also objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 11:

All communications between Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse with any of Plaintiffs' Customers.

RESPONSE TO REQUEST NO. 11:

Defendant objects to the phrase "Plaintiff's Customers" as vague, ambiguous, overly broad, compound, and not reasonably calculated to lead to the discovery of admissible evidence. Defendant also objects to this request to the extent that it seeks information within Plaintiff's knowledge, custody, or control. Defendant will provide a response after Plaintiff identifies such customers to Defendant. Defendant also objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 12:

All documents concerning Preferred's solicitation, recruitment, and/or hiring of Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and any other current or former employee of Plaintiffs, including, but not limited to, communications, offer sheets, job applications, interviews, resumes, memoranda of understanding, compensation terms, terms of employment, contracts, employment agreements, job responsibilities, account and/or territory

coverage, notes, the current or former employees' status with NUCAP or Nucap US, their obligations to NUCAP or Nucap US, their special knowledge and training, their potential customers and their start dates.

RESPONSE TO REQUEST NO. 12:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 13:

All documents, including but not limited to communications, Preferred sent to or received from Bosco from January 1, 2012 to the present.

RESPONSE TO REQUEST NO. 13:

Defendant objects to this request as over broad and seeking information not relevant to any claim or defense of any party to the extent it seeks communications after the expiration of Bosco's non-compete agreement with Plaintiff.

Subject to these objections, Defendant will produce responsive documents prior to such date, if any, that can be located after a reasonable search.

REQUEST NO. 14:

All documents concerning or describing Bosco's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to the type of relationship, position or job title(s), and scope or services or job responsibilities.

RESPONSE TO REQUEST NO. 14:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request as over broad and seeking information not relevant to any claim or defense of any party to the extent it seeks information concerning any role after the expiration of Bosco's non-compete agreement with Plaintiff. Further, Bosco is not and has never been employed by or affiliated with Preferred, therefore no such documents exist.

REQUEST NO. 15:

All documents concerning or describing Dambrauskas' current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

RESPONSE TO REQUEST NO. 15:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be

issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 16:

All documents concerning or describing Reynolds' current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

RESPONSE TO REQUEST NO. 16:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 17:

All documents concerning or describing Mike Chasse's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

RESPONSE TO REQUEST NO. 17:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 18:

All documents concerning or describing Don Chasse's current and/or past role, responsibilities and/or affiliation with Preferred, including but not limited to job title(s), job responsibilities and dates when each job title was held.

RESPONSE TO REQUEST NO. 18:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be

issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 19:

All documents concerning any fees, compensation, commission, remuneration, and/or benefits offered, demanded, and/or accepted by Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse from Preferred, including, but not limited to, W-2 forms, 1099 forms, payroll stubs, commission statements, and any arrangement regarding the payment of legal fees or the payment of any judgment in connection with any potential litigation brought by Plaintiffs.

RESPONSE TO REQUEST NO. 19:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 20:

All documents concerning agreements between Bosco and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, stockholders agreement, partnership agreement, joint venture agreement, consulting agreement, and/or indemnification agreements.

RESPONSE TO REQUEST NO. 20:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request as over broad and seeking information not relevant to any claim or defense of any party to the extent it seeks information concerning any agreements after the expiration of Bosco's non-compete agreement with Plaintiff. Further, Bosco is not and has never been employed by or affiliated with Preferred, therefore no such documents exist.

REQUEST NO. 21:

All documents concerning agreements between Dambrauskas and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

RESPONSE TO REQUEST NO. 21:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be

issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 22:

All documents concerning agreements between Reynolds and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

RESPONSE TO REQUEST NO. 22:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 23:

All documents concerning agreements between Mike Chasse and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

RESPONSE TO REQUEST NO. 23:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order. Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 24:

All documents concerning agreements between Don Chasse and Preferred Automotive and/or Preferred Tool, including but not limited to employment agreements, restrictive covenant agreements, confidentiality agreements, and/or indemnification agreements.

RESPONSE TO REQUEST NO. 24:

Defendant objects to this request to the extent it seeks information protected by the attorney-client privilege, the community of interest doctrine, the work product doctrine, or any other applicable law, privilege or immunity. Defendant objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Defendant further objects to this request to the extent it calls for documents protected by Conn. Gen. Statute 31-128f.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search once a suitable protective order is entered.

REQUEST NO. 25:

All documents which Preferred may or intends to introduce at the trial of this matter.

RESPONSE TO REQUEST NO. 25:

Defendant objects to this request as premature. This case is in its early stages and Defendant has not taken any discovery or had an opportunity to evaluate the alleged use of trade secrets given that Plaintiff has not identified what trade secret information was allegedly used by Defendant. Defendant also objects to this request to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Defendant has provided Plaintiff with a proposed protective order.

Subject to these objections, Defendant will produce responsive documents, if any, that can be located after a reasonable search later in discovery and once a suitable protective order is entered.

March 25, 2015
Dated

/s/Benjamin J. Lehberger/425026

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*ATTORNEYS FOR PREFERRED TOOL AND DIE, INC.
AND PREFERRED AUTOMOTIVE*

CERTIFICATE OF SERVICE

I hereby certify that on March 25, 2015, a copy of the foregoing DEFENDANTS
PREFERRED TOOL AND DIE, INC., AND PREFERRED AUTOMOTIVE COMPONENTS'
RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS was served via electronic mail on the following counsel of
record:

Stephen W. Aronson
Email: saronson@rc.com
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DUANE MORRIS LLP
30 South 17th Street
Philadelphia, PA 19103

03/25/2015
Date

/s/ Jessica L. White
Jessica L. White

EXHIBIT 4

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,

Plaintiffs,

v.

PREFERRED TOOL AND DIE, INC., et al.,

Defendants.

) SUPERIOR COURT
)
) J.D. OF WATERBURY
)
)
)
)
) MARCH 25, 2015

**DEFENDANTS PREFERRED TOOL AND DIE, INC., AND PREFERRED
AUTOMOTIVE COMPONENTS' RESPONSES AND OBJECTIONS TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES**

Pursuant to Practice Book § 13-8, Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (a d/b/a of Preferred Tool and Die, Inc.) (collectively "Preferred" or "Defendant"), by and through their attorneys, hereby respond and object to Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap" or "Plaintiffs") First Set of Interrogatories, dated December 23, 2014.

INTERROGATORIES

INTERROGATORY NO. 1:

Identify the person or persons, other than outside counsel, answering or providing information as part of the answers to these Interrogatories, and identify the Interrogatory answers to which each person listed provided information.

RESPONSE TO INTERROGATORY NO. 1:

Michael Fortin and Wayne Fortin provided information as part of the answers to these Interrogatories, including nos. 1-15, and Carl Dambrauskas provided information as part of the answers to these Interrogatories, including no. 6.

INTERROGATORY NO. 2:

Identify each person with knowledge or whom you believe has knowledge of any facts relevant to any of the issues, claims, or defenses in this action, including a detailed description of the facts known or believed to be known by each such person.

RESPONSE TO INTERROGATORY NO. 2:

Individuals at Nucap may have knowledge regarding the allegations in the complaint. Michael Fortin, Wayne Fortin, Carl Dambrauskas, and/or Thomas Reynolds have knowledge regarding the design and manufacture of brake components by Preferred.

INTERROGATORY NO. 3:

Identify each and every email address, telephone number, cellular phone number, and/or other electronic device, computer, or tablet that Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse has used at any time to communicate on behalf of Preferred, including but not limited to electronic devices belonging to Preferred.

RESPONSE TO INTERROGATORY NO. 3:

Bosco is not, and has never been, an employee of Preferred and does not have any email address, telephone number, cellular phone number, and/or other electronic device, computer, or tablet provided by Preferred. Dambrauskas has communicated on behalf of Preferred using the email address carl@preferredtool.com (via a computer supplied by Preferred) and the telephone number

203-925-8525, extension 317. Reynolds has communicated on behalf of Preferred using the email address treynolds@preferredtool.com (via a computer supplied by Preferred) and the telephone number 203-925-8525, extension 305. Mike Chasse and/or Don Chasse do not have email addresses provided by Preferred and do not communicate on behalf of Preferred.

INTERROGATORY NO. 4:

Identify all actual or prospective Preferred Customers with whom Preferred has communicated or whom Preferred, or anyone on Preferred's behalf, has contacted, since January 1, 2012, for any sales or other business purpose (whether in person, by phone, by mail, by electronic messaging, etc.), including:

- a. the identity/identities of the actual or prospective Preferred Customer involved;
- b. a description of the circumstances of each such communication or contact (in writing, by telephone, by e-mail, in person, etc.);
- c. the actual and/or approximate date(s) of each such communication or contact;
- d. the identity/identities of all individuals who participated in the communication or contact;
- e. on whose behalf the individual(s) communicated with or contacted the actual or prospective Preferred Customer (i.e., the name of the Preferred related entity on whose behalf the individual(s) was acting);
- f. a detailed description of the substance of any such communication;
- g. a detailed description of the terms of any and all solicitations, sales proposals, or offers to, or transactions, contracts, leases, sales, proposed sale, or other agreements with any and all such Preferred Customers;

h. the gross dollar amount, and net profit obtained or anticipated on account of any transactions, contracts, leases, sales, or other agreements with any and all such Preferred Customers;

i. any commission, incentive, or other compensation promised, received, or anticipated by Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse in connection with any such transactions, contracts, leases, sales, or other agreements with any and all such Preferred Customers; and

j. all referrals Preferred has received and/or anticipates receiving as a result of such communication or contact.

RESPONSE TO INTERROGATORY NO. 4:

Preferred objects to this interrogatory as overbroad, unduly burdensome, and not relevant to any claim or defense of any party to the extent it is not limited to customers of automotive brake products. Preferred also objects to this interrogatory as overbroad, unduly burdensome, vague, ambiguous, and not relevant to any claim or defense of any party to the extent it seeks information concerning “referrals Preferred has received and/or anticipates receiving.” Preferred also objects to this request as overbroad and unduly burdensome to the extent it requires details of any and all such communications for which Preferred may not have records or sufficient recollection. Preferred further objects to this interrogatory to the extent that any answer will contain confidential information concerning Preferred’s customers and financials, and a protective order has yet to be issued in this Action. Preferred has provided Plaintiff with a proposed protective order. Preferred will respond once a suitable protective order is entered.

INTERROGATORY NO. 5:

Identify all actual or prospective suppliers of Preferred (and their representatives, employees, or agents) with whom you, or any other person on your behalf or with your assistance, have communicated or whom you, or anyone on your behalf or with your assistance, have contacted, since January 1, 2012, for any sales or other business purpose (whether in person, by phone, by mail, by electronic messaging, etc.), including:

- a. the identity/identities of the actual or prospective supplier involved;
- b. a description of the circumstances of each such communication or contact (in writing, by telephone, by e-mail, in person, etc.);
- c. the actual and/or approximate date(s) of each such communication or contact;
- d. the identity/identities of all individuals who participated in the communication or contact;
- e. on whose behalf you communicated with or contacted the actual or prospective supplier (i.e., the name of the person(s) or company(ies) on whose behalf you were acting);
- f. a detailed description of the substance of any such communication;
- g. a detailed description of the terms of any and all solicitations, sales proposals, or offers to, or transactions, contracts, leases, sales, proposed sale, or other agreements with any and all such suppliers;
- h. the gross dollar amount, and net profit obtained or anticipated by your or your employer on account of any contracts, leases or other sales with/to any such supplier;
- i. any commission, incentive, or other compensation promised, received, or anticipated by you in connection with such contract, lease, sale, proposed sale, or other agreement; and

j. all referrals you or your employer have received or anticipate receiving as a result of such communication or contact.

RESPONSE TO INTERROGATORY NO. 5:

Preferred objects to this interrogatory as overbroad, unduly burdensome, and not relevant to any claim or defense of any party to the extent it is not limited to suppliers for automotive brake products. Preferred also objects to this interrogatory as overbroad, unduly burdensome, vague, ambiguous, and not relevant to any claim or defense of any party to the extent it seeks information concerning "referrals Preferred has received and/or anticipates receiving." Preferred also objects to this request as overbroad and unduly burdensome to the extent it requires details of any and all such communications for which Preferred may not have records or sufficient recollection. Preferred objects to this interrogatory to the extent that any answer will contain confidential information concerning Preferred's suppliers and its financials, and a protective order has yet to be issued in this Action. Preferred will respond once a suitable protective order is entered.

INTERROGATORY NO. 6:

Describe in detail the purpose and substance of any communications between any employees or representatives of Preferred and Bosco, at any time after June 1, 2011.

RESPONSE TO INTERROGATORY NO. 6:

Preferred objects to this interrogatory to the extent it seeks information not in its possession, custody, or control. Preferred objects to this interrogatory to the extent that it is overbroad and seeks information not relevant to the claim or defense of any party, and not reasonably calculated to lead to the discovery of admissible information, to the extent it is not

limited to communications concerning brake products. Preferred also objects to this request as overbroad and unduly burdensome to the extent it requires details of any and all such communications for which Preferred may not have records or sufficient recollection. Preferred objects to this request as over broad and seeking information not relevant to any claim or defense of any party to the extent it seeks communications after the expiration of Bosco's non-compete agreement with Plaintiff.

Subject to and without waiving the forgoing objections, Preferred responds as follows:

Preferred did not communicate with Bosco between the June 1, 2011 and the expiration of Bosco's non-compete agreement, with the exception of communications between Dambrauskas and Bosco. Dambrauskas and Bosco have been close personal friends for 37 years and have communicated on a regular basis on a personal level since Dambrauskas began employment at Preferred and beforehand.

INTERROGATORY NO. 7:

Identify the dates of any interviews or employment related meetings between, on the one hand, Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and, on the other hand, Preferred, and all attendees at any such interviews or employment related meetings.

RESPONSE TO INTERROGATORY NO. 7:

Preferred objects to this interrogatory to the extent that any answer will likely contain confidential information, and a protective order has yet to be issued in this Action. Preferred has provided Plaintiff with a proposed protective order. Preferred objects to this interrogatory to the extent that it is overbroad and seeks information not relevant to the claim or defense of any party, and is not reasonably calculated to lead to the discovery of admissible information.

Subject to and without waiving the forgoing objections, Preferred responds as follows:

Preferred has not had any interviews or employment related meetings with Bosco.

Preferred representatives, including Wayne Fortin, interviewed Dambrauskas at Preferred in Shelton, CT approximately within a month prior to June 25, 2012. Preferred representatives, including Wayne Fortin, interviewed Reynolds at Preferred in Shelton, CT approximately within a month prior to April 9, 2012. Preferred representatives, including Wayne Fortin, interviewed Mike Chasse at Preferred in Shelton, CT approximately within a month prior February 17, 2014. Preferred representatives, including Wayne Fortin, interviewed Don Chasse at Preferred in Shelton, CT approximately within a month prior July 21, 2014.

INTERROGATORY NO. 8:

List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, offered for sale, marketed, promoted, or sponsored by Preferred at the SAE Brake Colloquium.

RESPONSE TO INTERROGATORY NO. 8:

Preferred promoted automotive brake shims at the 2013 SAE Brake Colloquium, including the shims identified in the Shim Index document produced by Preferred on March 25, 2015.

INTERROGATORY NO. 9:

List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services offered for sale by Preferred from January 1, 2012 to the present.

RESPONSE TO INTERROGATORY NO. 9:

Preferred objects to this interrogatory to the extent that any answer will contain confidential information concerning Preferred's products offering which have not been made public, and a protective order has yet to be issued in this Action. Preferred will respond further once a suitable protective order is entered.

Subject to and without waiving the forgoing objections, Preferred states that, since January 1, 2012, Preferred has offered automotive brake shims and caliper hardware, including the parts identified in the Product Offering 2014 document produced by Preferred on March 25, 2015.

INTERROGATORY NO. 10:

List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services in development by Preferred.

RESPONSE TO INTERROGATORY NO. 10:

Preferred objects to this interrogatory to the extent that any answer will contain confidential information concerning products not yet publically available, and a protective order has yet to be issued in this Action. Preferred has provided Plaintiff with a proposed protective order. Preferred will respond in more detail once a suitable protective order is entered.

Subject to and without waiving the forgoing objections, Preferred states that, beyond brake shims and caliper hardware, no other types of automotive brake components are in development.

INTERROGATORY NO. 11:

Describe in detail the reason why Preferred decided to begin offering for sale automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, and identify: the individuals involved in that decision; any business plans or similar documents created in connection with that decision; any meeting minutes or other records reflecting communications regarding the (at the time) prospective sale of automotive brake components (including but not limited to meeting minutes or other records reflecting the decision to create the separate division now known as Preferred Automotive Components); and the first date on which Preferred began offering for sale automotive brake components.

RESPONSE TO INTERROGATORY NO. 11:

Preferred has been in the business of tool design, production stamping, and precision machining for over forty years. Preferred has served a number of different industries including medical, scientific, and aerospace. In or about September 2012, a potential customer requested a quote from Preferred for abutment clips for an automotive application. Around this time, Preferred began evaluating the automotive market as a potential area for increased business and made a business decision to pursue this additional market. Individuals involved in this business decision included Michael Fortin and Wayne Fortin. No meeting minutes or business plans were created. Preferred began offering brake shims in or about March 2013.

INTERROGATORY NO. 12:

List in detail all automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, which

have been designed, manufactured, or created by or for Preferred at any time from January 1, 2012 through the present, which Preferred has not yet offered for sale.

RESPONSE TO INTERROGATORY NO. 12:

Preferred objects to this interrogatory to the extent that any answer will contain confidential information concerning future products, and a protective order has yet to be issued in this Action. Preferred has provided Plaintiff with a proposed protective order. Preferred will respond in more detail once a suitable protective order is entered.

Subject to and without waiving the forgoing objections, Preferred states that, since January 1, 2012, Preferred has designed, manufactured, or created automotive brake shims and caliper hardware, including the parts identified in the Product Offering 2014 document produced by preferred on March 25, 2015 with the exception of PAC440, PAC441, PAC442, PAC444, and PAC445.

INTERROGATORY NO. 13:

Identify the employees of Preferred Automotive Components from the inception of that division through the present and, for each such person, describe his or her job duties and when he or she became employed and, where applicable, when such person left the employ of Preferred Automotive Components.

RESPONSE TO INTERROGATORY NO. 13:

Preferred Automotive Components is not a separate entity and does not have any of its own employees separate from Preferred Tool and Die, Inc.

INTERROGATORY NO. 14:

Identify all persons who have been in any way responsible for the conception, design, drawings, engineering plans, development, manufacture, distribution, and/or sale of automotive brake components, including but not limited to friction products, shims, brakes, brake pads, caliper hardware and/or related parts and services, on behalf of Preferred and, for each such person, identify his or her contribution.

RESPONSE TO INTERROGATORY NO. 14:

Preferred objects to this interrogatory to the extent that it is overbroad and seeks information not relevant to the claim or defense of any party, and not reasonably calculated to lead to the discovery of admissible information.

Subject to without waiving the forgoing objections, Preferred states that all employees of Preferred, which includes 35-40 employees, have been responsible in some capacity in the conception, design, drawings, engineering plans, development, manufacture, distribution, and/or sale of automotive brake components.

INTERROGATORY NO. 15:

Identify any business plans, descriptions and/or other communications between Preferred and any lender to Preferred regarding the creation and/or operations of Preferred Automotive Components.

RESPONSE TO INTERROGATORY NO. 15:

No such business plans, descriptions or other communications between Preferred and any lender exist.

INTERROGATORY NO. 16:

Identify all persons who you expect to call as witnesses at trial in this matter and state with specificity the facts and opinions to which each witness will testify.

RESPONSE TO INTERROGATORY NO. 16:

Preferred objects to this interrogatory as premature. This case is in its early stages and Preferred has not taken any discovery or had an opportunity to evaluate the alleged use of trade secrets given that Plaintiff has not identified what trade secret information was allegedly used by Preferred. Preferred will supplement this response as necessary later in discovery.

INTERROGATORY NO. 17:

Identify all persons who you expect to call as an expert witness at trial in this matter and state with specificity the facts and opinions to which each expert witness will testify.

RESPONSE TO INTERROGATORY NO. 17:

Preferred objects to this interrogatory as premature. This case is in its early stages and Preferred has not taken any discovery or had an opportunity to evaluate the alleged use of trade secrets given that Plaintiff has not identified what trade secret information was allegedly used by Preferred. Preferred will supplement this response as necessary later in discovery.

VERIFICATION

I hereby declare under penalty of perjury that the foregoing is correct to the best of my knowledge and belief.

PREFERRED TOOL AND DIE, INC., AND
PREFERRED AUTOMOTIVE

Date: 3/25/14

By: 

Michael Fortin, President

OBJECTIONS BY:

ST. ONGE STEWARD JOHNSTON & REENS LLC

March 25, 2015
Dated

/s/Benjamin J. Lehberger/425026
Gene S. Winter
Benjamin J. Lehberger
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06905-5619
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*ATTORNEYS FOR PREFERRED TOOL AND DIE, INC.
AND PREFERRED AUTOMOTIVE*

CERTIFICATE OF SERVICE

I hereby certify that on March 25, 2015, a copy of the foregoing DEFENDANTS
PREFERRED TOOL AND DIE, INC., AND PREFERRED AUTOMOTIVE COMPONENTS'
RESPONSES AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF INTERROGATORIES
was served via electronic mail on the following counsel of record:

Stephen W. Aronson
Email: saronson@rc.com
Nicole H. Najam
Email: nnajam@rc.com
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Hartford, CT 06103

Lawrence H. Pockers
Email: lhockers@duanemorris.com
Harry M. Byrne
Email: hmbyrne@duanemorris.com
DUANE MORRIS LLP
30 South 17th Street
Philadelphia, PA 19103

03/25/2015
Date

/s/ Jessica L. White
Jessica L. White

EXHIBIT 5

Byrne, Harry M.

From: Byrne, Harry M.
Sent: Tuesday, April 07, 2015 2:04 PM
To: Lehberger, Benjamin J.; 'William J. Britt'; Winter, Gene S.; 'Stephen J. Curley'
Cc: Pockers, Lawrence H.; Najam, Nicole H. (NNajam@rc.com); Aronson, Stephen W (saronson@RC.com)
Subject: NUCAP v. Preferred Tool, et al.
Attachments: Protective Order - Redline.DOCX; Joint Motion for Entry of Stipulated Protective Order.DOCX

Counsel,

We reviewed your draft of the Stipulated Protective Order and made a few edits. A revised copy is attached, as well as a redline against the original so you can see our changes.

Let us know if the changes are acceptable. We're available to discuss as well if that's easier. Thanks.

Harry

Harry M. Byrne
Associate

Duane Morris LLP
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P: +1 215 979 1136
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HMByrne@duanemorris.com
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NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,

Plaintiffs,

v.

PREFERRED TOOL AND DIE, INC., et al.,

Defendants.

) SUPERIOR COURT
)
) J.D. OF WATERBURY
)
)
)
)
)
) _____, 2015

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components

("Preferred") and Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap") hereby move
for entry of the Stipulated Protective Order filed herewith this date.

_____, 2015

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

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Juris No. 102917

3. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, prior to its production. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way. If inadvertently produced without such legend, the producing party shall furnish written notice to the receiving party that the information or document shall be CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY under this Protective Order.

4. Deposition transcripts, or portions thereof, may be designated as subject to this Protective Order either: (a) during the deposition; or (b) by written notice to the reporter and all counsel of record, within thirty (30) days after the deposition transcript is received by the designating party. For testimony designated CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, the designating party shall have the right to exclude from a deposition before the taking of the designated testimony all persons not authorized to receive such information under this Protective Order.

5. Each party and all persons bound by the terms of this Protective Order shall use any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, solely for the purpose of prosecution or defense of this action, and for no other purpose or action. The attorneys of record for the parties shall exercise reasonable care to insure that any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such

information, are (a) used only for the purposes specified herein; and (b) disclosed only to authorized persons.

6. Documents or information designated as CONFIDENTIAL, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may be disclosed only to:

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;
- (c) parties named in this litigation, including their officers, directors and employees (including in-house counsel) to whom disclosure is reasonably necessary for this litigation;
- (d) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (e) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants ~~(1) are disclosed to the opposing party in accordance with Paragraph 10 and (2)~~ agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

7. Each party shall have the right to designate as CONFIDENTIAL— ATTORNEYS' EYES ONLY and subject to this Protective Order any information described in Paragraph 2, which the designating party reasonably and in good faith considers to be of such a sensitive nature that disclosure to an opposing party poses a potential threat of substantial serious or irreparable harm or commercial disadvantage, including but not limited to confidential research and development, non-public product design information, trade secrets, financial information, or information

capable of being utilized for the preparation or prosecution of patent applications. Information designated CONFIDENTIAL-ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may only be disclosed to the following persons identified in Paragraph 6(a), (b), (d) and (e):

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;
- (c) two designated in-house counsel or representatives for Nucap Industries Inc. and Nucap US Inc. on the one hand, and two designated in-house counsel or representatives for Preferred Tool and Die, Inc. and Preferred Automotive Components on the other hand;
- (d) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (e) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

8. Documents or information designated as CONFIDENTIAL may also be shown to (a) a witness during the examination of such witness at an examination, deposition, hearing or trial, or in preparation for the same, provided that (1) the witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular witness in advance and such witness agrees to be bound by this Order by signing a document substantially in

the form of Exhibit A; or (b) any individual who counsel believe(s) in good faith is a potential witness provided that (1) the potential witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular potential witness in advance and such potential witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A. Immediately following the examination, deposition, hearing or trial, or preparation for the same, such witness or potential witness must return all confidential documents and copies thereof to the producing party.

9. The procedures of Paragraph 8 above shall apply to documents and information designated CONFIDENTIAL-ATTORNEYS' EYES ONLY with the exception that a party intending to use such documents or information in the manner described in Paragraph 8 above shall give counsel of record for the designating party written notice in advance of such use. The designating party may, within ten (10) days thereafter, file a motion with the Court seeking a protective order in connection with such documents or information. If the designating party has not filed a motion for protective order by the eleventh (11th) day following written notice as described above, the procedures of Paragraph 8 shall apply.

~~10. (a) Unless otherwise ordered by the court or agreed to in writing by the designating party, a party that seeks to disclose Designated Material to an expert or consultant in accordance with Paragraph 6(e) first must make a written request to the designating party that (1) sets forth its desire to disclose Designated Material to the expert or consultant; (2) identifies the general categories of Designated Material the party seeks to disclose to the expert or consultant; (3) sets forth the full name of the expert or consultant and the city and state of his or her primary residence; (4) attaches a copy of the expert or consultant's current resume; (5) identifies the expert or consultant's current employer(s); (6) identifies each person or entity from whom the expert or~~

~~consultant has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years; and (7) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.~~

~~(b) — A party that makes a request and provides the information specified in the preceding sub-paragraph may disclose the Designated Material to the identified expert or consultant unless, within ten (10) days of delivering the request, the party receives a written objection from the designating party. Any such objection must set forth in detail the grounds on which it is based, and cannot merely challenge the qualifications of the expert or consultant.~~

~~(c) — party that receives a timely written objection must meet and confer with the designating party to try to resolve the matter by agreement within seven (7) days of the written objection. If no agreement is reached, the party seeking to make the disclosure may file a motion seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the expert or consultant is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In any such proceeding, the party opposing disclosure to the expert or consultant shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the receiving party's need to disclose the Designated Material to its expert or consultant.~~

10. ~~11.~~ Counsel shall maintain a collection of all signed documents by which persons have agreed to be bound by this Order.

11. ~~12.~~ This Protective Order shall not preclude any party from seeking and obtaining, on an appropriate showing, such additional protection with respect to the confidentiality of documents or other discovery material as that party may consider appropriate. Nor shall any party be precluded from claiming that any matter designated hereunder is not entitled to the protection of this Protective Order, from applying to the Court for an Order permitting the disclosure or use of information or documents otherwise prohibited by this Protective Order, or from applying for an Order modifying this Protective Order in any respect.

12. ~~13.~~ If a party objects to the designation of any particular document or other information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY during the discovery period, then the following procedure shall apply:

- (a) The objecting party shall give counsel of record for the designating party written notice thereof, specifying the document or information as to which an objection is asserted and the reasons for the objection;
- (b) If the parties cannot reach agreement concerning the matter within seven (7) business days after the delivery of the written notice, then the designating party may, within seven (7) business days thereafter, file and serve a motion with the Court seeking a court order that the materials are CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY within the meaning of the Protective Order. The Designated Materials shall continue to be treated as CONFIDENTIAL or CONFIDENTIAL- ATTORNEYS' EYES ONLY until determined to be otherwise by order of the Court or by agreement of the parties;

- (c) If the designating party has not filed a motion with the Court seeking a court order that materials are to be treated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by the fifteenth (15th) business day following written notice as described in (a) above, then such materials are no longer subject to this Protective Order.
- (d) In any such motion filed with the Court, the designating party will have the burden to show "good cause" supporting the designation.

13. ~~14.~~ Inadvertent production of any documents or information subject to the attorney-client privilege or work product doctrine shall not constitute a waiver of such privilege or of the work-product protection. The parties agree that upon discovery of inadvertent production, the disclosing party may immediately request the return of such documents and the receiving party shall promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information.

14. ~~15.~~ If a party intends to use Designated Material in any Court filing, such party shall file the designating material under seal ~~absent an agreement by the parties otherwise. The designating party will have the burden to show "good cause" supporting the designation.~~

15. ~~16.~~ Summaries or statistical analyses derived from documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY shall be considered Designated Material unless presented in a manner that the underlying confidential information is not disclosed and could not be derived from the information contained in such summary or statistical analyses. Use of Designated Material in such summary or statistical analyses shall not affect the parties' ongoing obligations to maintain the confidentiality of confidential information used therein.

16. ~~17.~~ Nothing in this Protective Order shall preclude a party from using any information that: (a) was in the public domain at the time it was designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY under this order or, prior to the date of the use or disclosure by the party, has entered the public domain through no fault of the party or any party to whom the receiving party has disclosed such Designated Material; (b) was known to the party, without restriction, at the time of production by an opposing party, as shown by written records of the party kept in the ordinary course of business; (c) was rightfully communicated to the party by persons who such party reasonably believes are not bound by confidentiality obligations with respect there to; or (d) is disclosed by the party with the prior written approval of the opposing party who designated such information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY.

17. ~~18.~~ Upon final termination of this action, whether by settlement, dismissal or other disposition, but no later than 45 days following written notice from the opposing Party: (a) Nucap's counsel shall either destroy or assemble and return to Preferred's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Preferred, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product; and (b) Preferred's counsel shall either destroy or assemble and return to Nucap's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Nucap, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product. Said destruction or return of said material and copies shall take place within forty-five (45) days of receipt of such a written request from opposing counsel or of final termination of this action,

whichever is later. If Nucap's counsel and Preferred's counsel elect to destroy said material, then they shall provide written certification to opposing counsel certifying that such materials and copies have been destroyed once destruction has been completed.

18. ~~19.~~ With respect to testimony elicited during hearings and other proceedings, whenever counsel for any party deems that any question or line of questioning calls for the disclosure of Protected Information, counsel may designate on the record prior to such disclosure that the disclosure is subject to confidentiality restrictions. Whenever Protected Information is to be discussed in a hearing or other proceeding, any party claiming such confidentiality may ask the Court to have excluded from the hearing or other proceeding any person who is not entitled under this Order to receive information so designated.

19. ~~20.~~ The termination of this action shall not terminate the directives of this Protective Order.

20. ~~21.~~ Nothing contained in this Protective Order shall preclude a party from objecting to the discoverability of any information or documents.

21. ~~22.~~ This Protective Order may be modified, and any matter related to it may be resolved, by written stipulation of the parties or by further order of the Court.

22. The parties and any other persons or entities subject to the terms of this Order agree that the Superior Court of Connecticut, Waterbury Judicial District, shall have jurisdiction over them for the purposes of enforcing this Order, notwithstanding any subsequent disposition of this action. The parties and any other person or entities subject to the terms of this Order further agree that Connecticut law, without regard to conflicts of law principles, shall govern any action to enforce or relating to this Order.

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND

NUCAP US, INC.

PREFERRED AUTOMOTIVE COMPONENTS

Stephen W. Aronson
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Stephen J. Curley
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EXHIBIT A

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,

Plaintiffs,

V.

PREFERRED TOOL AND DIE, INC., et al.,

Defendants,

SUPERIOR COURT

J.D. OF WATERBURY

_____, 2015

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I certify that I have carefully read the Protective Order in the above-captioned case and that I fully understand the terms of the Order. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms.

Executed this _____ day of _____, 20____.

Name

Affiliation

Business Address

Home Address

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,

Plaintiffs,

v.

PREFERRED TOOL AND DIE, INC., et al.,

Defendants.

) SUPERIOR COURT
)
) J.D. OF WATERBURY
)
)
)
)
)
) _____, 2015

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components
("Preferred") and Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap") hereby move
for entry of the Stipulated Protective Order filed herewith this date.

_____, 2015

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

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EXHIBIT 6

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April 17, 2015

VIA EMAIL ONLY
LHPockers@duanemorris.com

Lawrence H. Pockers
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103

Re: SSJR File 06749-L0001A
Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc.,
Preferred Automotive Components and Robert A. Bosco, Jr.

Dear Mr. Pockers:

Thank you for your email of April 14, 2015 regarding the Stipulated Protective Order. We have enclosed a revised version for your review.

First, we have added Defendant Robert Bosco, Jr. to the draft Order as he was inadvertently omitted from the initial draft. We did not consult with Bosco's counsel on the initial draft but have copied them on this letter and expect they will provide their own comments and changes separately.

Regarding documents designated as Attorney Eyes Only, we do not agree to permit review by any representatives of the parties, as you outline in paragraph 7(c) of your proposal.

The purpose of the Attorney Eyes Only designation is to preclude review of highly confidential, business sensitive information by persons involved in the parties' business decisions. For example, in your First Set of Requests for Production, you seek "documents concerning Preferred's marketing, *business plans, strategies, and/or models*" relating to Preferred's accused products. (Request No. 5). You also seek "documents concerning projected or actual monthly sales" of Preferred's accused products. (Request No. 10). This is exactly the type of information properly designated Attorney Eyes Only, and we cannot consent to review of this type of information by Nucap's "designated representatives."

We will agree to your revisions of paragraph 7 to the extent reflected in the enclosed version of the Protective Order.

Lawrence H. Pockers
April 17, 2015
Page 2

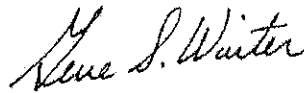
We do not agree to your revisions of paragraph 6 and removal of paragraph 10 relating to approval of experts' review of confidential information. While we are flexible regarding the specific requirements reflected in paragraph 10, we believe notice and an opportunity to object, at a minimum, are necessary and reasonable. We would agree to the terms of reflected in the enclosed version.

We also propose removing the provisions of original paragraph 9.

Finally, we consent to your remaining revisions of paragraphs 14 and 22.

Please review our revised version of the Order and let us know if you consent to these terms. If you would like to have a call to discuss, we are available on Monday or Tuesday of next week.

Very truly yours,



Gene S. Winter
gwinter@ssjr.com

GSW:BJL:SSZ

Enclosures

c: Harry M. Byrne (via mail only hmbyrne@duanemorris.com)
Stephen W. Aronson (via email only saronson@rc.com)
Nicole H. Najam (via email only nnajam@rc.com)
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NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.	)	_____, 2015

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components ("Preferred"), Defendant Robert A. Bosco, Jr. ("Bosco"), and Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap") hereby move for entry of the Stipulated Protective Order filed herewith this date.

_____, 2015

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

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DEFENDANT ROBERT BOSCO, Jr.

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NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.	)	_____, 2015

STIPULATED PROTECTIVE ORDER

Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.'s ("Nucap"), and Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (collectively "Preferred"), and Defendant Robert Bosco, Jr. ("Bosco"), hereby request, pursuant to Connecticut Practice Book § 13-5, that the following Protective Order be entered by the Court.

1. This Protective Order shall govern any designated information produced between and by Nucap and Preferred, and Bosco in this action, including all designated deposition testimony, documents and discovery materials; all such information, documents, portion of any documents and other material may be referred to as "Designated Material" under this Order.

2. Counsel for any party shall have the right to designate as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY and, therefore, subject to this Protective Order, any information, document or portion of any document that the designating party reasonably and in good faith believes contains, reflects or reveals trade secrets or other confidential research, development, marketing, strategic, financial or other confidential commercial or personal information the disclosure of which would tend to cause harm to the designating party's legitimate business or privacy interests of the designating party or employees thereof, or other information required by law or agreement to be kept confidential.

3. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, prior to its production. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way. If inadvertently produced without such legend, the producing party shall furnish written notice to the receiving party that the information or document shall be CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY under this Protective Order.

4. Deposition transcripts, or portions thereof, may be designated as subject to this Protective Order either: (a) during the deposition; or (b) by written notice to the reporter and all counsel of record, within thirty (30) days after the deposition transcript is received by the designating party. For testimony designated CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, the designating party shall have the right to exclude from a deposition before the taking of the designated testimony all persons not authorized to receive such information under this Protective Order.

5. Each party and all persons bound by the terms of this Protective Order shall use any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, solely for the purpose of prosecution or defense of this action, and for no other purpose or action. The attorneys of record for the parties shall exercise reasonable care to insure that any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting,

or disclosing such information, are (a) used only for the purposes specified herein; and (b) disclosed only to authorized persons.

6. Documents or information designated as CONFIDENTIAL, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may be disclosed only to:

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;
- (c) parties named in this litigation, including their officers, directors and employees (including in-house counsel) to whom disclosure is reasonably necessary for this litigation;
- (d) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (e) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants ~~(1) are disclosed to the opposing party in accordance with Paragraph 10 and (2)~~ (1) are disclosed to the opposing party in accordance with Paragraph 10 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

7. Each party shall have the right to designate as CONFIDENTIAL- ATTORNEYS' EYES ONLY and subject to this Protective Order any information described in Paragraph 2, which the designating party reasonably and in good faith considers to be of such a sensitive nature that disclosure to an opposing party poses a potential threat of substantial serious or irreparable harm or commercial disadvantage, including but not limited to confidential research and development, non-public product design information, trade secrets, financial information, or information

capable of being utilized for the preparation or prosecution of patent applications. Information designated CONFIDENTIAL-ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may only be disclosed to the following persons identified in Paragraph 6(a), (b), (d) and (e).

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;
- (c) two designated in-house counsel or representatives for Nucap Industries Inc. and Nucap-US Inc. on the one hand, and two designated in-house counsel or representatives for Preferred Tool and Die, Inc. and Preferred Automotive Components on the other hand;
- (d)(c) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (e)(d) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants (1) are disclosed to the opposing party in accordance with Paragraph 10 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

8. Documents or information designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY may also be shown to (a) a witness during the examination of such witness at an examination, deposition, hearing or trial, or in preparation for the same, provided that (1) the witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular witness in advance and such

witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A; or (b) any individual who counsel believe(s) in good faith is a potential witness provided that (1) the potential witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular potential witness in advance and such potential witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A. Immediately following the examination, deposition, hearing or trial, or preparation for the same, such witness or potential witness must return all confidential documents and copies thereof to the producing party.

9. ~~The procedures of Paragraph 8 above shall apply to documents and information designated CONFIDENTIAL ATTORNEYS' EYES ONLY with the exception that a party intending to use such documents or information in the manner described in Paragraph 8 above shall give counsel of record for the designating party written notice in advance of such use. The designating party may, within ten (10) days thereafter, file a motion with the Court seeking a protective order in connection with such documents or information. If the designating party has not filed a motion for protective order by the eleventh (11th) day following written notice as described above, the procedures of Paragraph 8 shall apply.~~

10. ~~(a) Unless otherwise ordered by the court or agreed to in writing by the designating party, a party that seeks to disclose Designated Material to an expert or consultant in accordance with Paragraph 6(e) first must make a written request to the designating party that (1) sets forth its desire to disclose Designated Material to the expert or consultant; (2) identifies the general categories of Designated Material the party seeks to disclose to the expert or consultant; (3) sets forth the full name of the expert or consultant and the city and state of his or her primary residence; (4) attaches a copy of the expert or consultant's current resume; (5) identifies the expert or consultant's current employer(s); (6) identifies each person or entity from whom the expert or~~

~~consultant has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years; and (7) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.~~

~~(b) — A party that makes a request and provides the information specified in the preceding sub paragraph may disclose the Designated Material to the identified expert or consultant unless, within ten (10) days of delivering the request, the party receives a written objection from the designating party. Any such objection must set forth in detail the grounds on which it is based, and cannot merely challenge the qualifications of the expert or consultant.~~

~~(c) — party that receives a timely written objection must meet and confer with the designating party to try to resolve the matter by agreement within seven (7) days of the written objection. If no agreement is reached, the party seeking to make the disclosure may file a motion seeking permission from the court to do so. Any such motion must describe the circumstances with specificity, set forth in detail the reasons why the disclosure to the expert or consultant is reasonably necessary, assess the risk of harm that the disclosure would entail, and suggest any additional means that could be used to reduce that risk. In any such proceeding, the party opposing disclosure to the expert or consultant shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the receiving party's need to disclose the Designated Material to its expert or consultant.~~

9. Unless otherwise ordered by the Court or otherwise agreed to in writing by the designating party, a party that seeks to disclose Designated Material to an expert or consultant in accordance with Paragraphs 6(e) or 7(d) must first adhere to the following:

- (a) The party must provide written notice to the designating party that (1) sets forth the party's desire to disclose Designated Material to the expert or consultant, (2) sets forth the full name of the expert or consultant and the city and state of his or her primary residence, (3) attaches a copy of the expert or consultant's current resume reflecting his or her current employer(s), (4) identifies each person or entity from whom the expert or consultant has worked or consulted for in his or her areas of expertise during the preceding five years; and (5) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.
- (b) Unless, within ten (10) days of receiving appropriate notice as defined in part (a) above, the designating party provides a written objection setting forth, in detail, legitimate grounds for refusing consent, the party may disclose the Designated Material to the identified expert or consultant. "Legitimate grounds" as used in this paragraph shall mean more than merely challenging the qualifications of the expert or consultant.
- (c) If the party receives a timely written objection complying with part (b) above, the parties must meet and confer to try to resolve the matter by agreement within seven (7) days of the written objection. If the parties are unable to agree, the party seeking to make the disclosure may file a motion with the Court outlining the party's need to disclose the Designated Material to the expert or consultant. The

designating party opposing disclosure shall bear the burden of proving that the risk of harm outweighs the receiving party's need to disclose.

10. ~~11.~~ Counsel shall maintain a collection of all signed documents by which persons have agreed to be bound by this Order.

11. ~~12.~~ This Protective Order shall not preclude any party from seeking and obtaining, on an appropriate showing, such additional protection with respect to the confidentiality of documents or other discovery material as that party may consider appropriate. Nor shall any party be precluded from claiming that any matter designated hereunder is not entitled to the protection of this Protective Order, from applying to the Court for an Order permitting the disclosure or use of information or documents otherwise prohibited by this Protective Order, or from applying for an Order modifying this Protective Order in any respect.

12. ~~13.~~ If a party objects to the designation of any particular document or other information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY during the discovery period, then the following procedure shall apply:

- (a) The objecting party shall give counsel of record for the designating party written notice thereof, specifying the document or information as to which an objection is asserted and the reasons for the objection;
- (b) If the parties cannot reach agreement concerning the matter within seven (7) business days after the delivery of the written notice, then the designating party may, within seven (7) business days thereafter, file and serve a motion with the Court seeking a court order that the materials are CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY within the meaning of the Protective Order. The Designated Materials shall continue to be treated as

CONFIDENTIAL or CONFIDENTIAL- ATTORNEYS' EYES ONLY until determined to be otherwise by order of the Court or by agreement of the parties;

(c) If the designating party has not filed a motion with the Court seeking a court order that materials are to be treated as CONFIDENTIAL or CONFIDENTIAL- ATTORNEYS' EYES ONLY by the fifteenth (15th) business day following written notice as described in (a) above, then such materials are no longer subject to this Protective Order.

(d) In any such motion filed with the Court, the designating party will have the burden to show "good cause" supporting the designation.

13. ~~14-~~Inadvertent production of any documents or information subject to the attorney-client privilege or work product doctrine shall not constitute a waiver of such privilege or of the work-product protection. The parties agree that upon discovery of inadvertent production, the disclosing party may immediately request the return of such documents and the receiving party shall promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information.

14. ~~15-~~If a party intends to use Designated Material in any Court filing, such party shall file the designating material under seal ~~absent an agreement by the parties otherwise. The designating party will have the burden to show "good cause" supporting the designation.~~

15. ~~16-~~Summaries or statistical analyses derived from documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY shall be considered Designated Material unless presented in a manner that the underlying confidential information is not disclosed and could not be derived from the information contained in such summary or statistical analyses. Use of Designated Material in such summary or statistical analyses shall not

affect the parties' ongoing obligations to maintain the confidentiality of confidential information used therein.

16. ~~17.~~ Nothing in this Protective Order shall preclude a party from using any information that: (a) was in the public domain at the time it was designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY under this order or, prior to the date of the use or disclosure by the party, has entered the public domain through no fault of the party or any party to whom the receiving party has disclosed such Designated Material; (b) was known to the party, without restriction, at the time of production by an opposing party, as shown by written records of the party kept in the ordinary course of business; (c) was rightfully communicated to the party by persons who such party reasonably believes are not bound by confidentiality obligations with respect there to; or (d) is disclosed by the party with the prior written approval of the opposing party who designated such information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY.

17. ~~18.~~ Upon final termination of this action, whether by settlement, dismissal or other disposition, but no later than 45 days following written notice from the opposing Party: (a) Nucap's counsel shall either destroy or assemble and return to Preferred's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Preferred, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product; and (b) Preferred's counsel and Bosco's counsel shall either destroy or assemble and return to Nucap's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Nucap, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product. Said destruction or return of said

material and copies shall take place within forty-five (45) days of receipt of such a written request from opposing counsel or of final termination of this action, whichever is later. If Nucap's counsel, and Preferred's counsel, and Bosco's counsel elect to destroy said material, then they shall provide written certification to opposing counsel certifying that such materials and copies have been destroyed once destruction has been completed.

18. ~~19.~~ With respect to testimony elicited during hearings and other proceedings, whenever counsel for any party deems that any question or line of questioning calls for the disclosure of Protected Information, counsel may designate on the record prior to such disclosure that the disclosure is subject to confidentiality restrictions. Whenever Protected Information is to be discussed in a hearing or other proceeding, any party claiming such confidentiality may ask the Court to have excluded from the hearing or other proceeding any person who is not entitled under this Order to receive information so designated.

19. ~~20.~~ The termination of this action shall not terminate the directives of this Protective Order.

20. ~~21.~~ Nothing contained in this Protective Order shall preclude a party from objecting to the discoverability of any information or documents.

21. ~~22.~~ This Protective Order may be modified, and any matter related to it may be resolved, by written stipulation of the parties or by further order of the Court.

22. The parties and any other persons or entities subject to the terms of this Order agree that the Superior Court of Connecticut, Waterbury Judicial District, shall have jurisdiction over them for the purposes of enforcing this Order, notwithstanding any subsequent disposition of this action. The parties and any other person or entities subject to the terms of this Order further agree that Connecticut law, without regard to conflicts of law principles, shall govern any action to enforce or relating to this Order.

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

Stephen W. Aronson
Nicole H. Najam
ROBINSON & COLE LLP
280 Trumbull Street
Hartford, CT 06103
Tel: (860) 275-8200
Juris No. 50604

Lawrence H. Peckers (*PHV*)
Harry M. Byrne (*PHV*)
DUANE MORRIS LLP
30 South 17th Street
Philadelphia, PA 19103
Tel: (215) 979-1000

Gene S. Winter
Benjamin J. Lehberger
ST. ONGE STEWARD JOHNSTON
& REENS LLC
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Tel: (203) 324-6155
Juris No. 053148

Stephen J. Curley
BRODY WILKINSON, P.C.
2507 Post Road
Southport, CT 06890
Tel: (203) 319-7100
Juris No. 102917

DEFENDANT ROBERT BOSCO, Jr.

Jeffrey J. Mirman
David A. DeBassio
HINCKLEY, ALLEN & SNYDER LLP
20 Church Street
Hartford, CT 06103
Tel: (860) 725-6200
Juris No. 428858

EXHIBIT A

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,

Plaintiffs,

y.

PREFERRED TOOL AND DIE, INC., et al.,

Defendants.

SUPERIOR COURT

J.D. OF WATERBURY

_____, 2015

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I certify that I have carefully read the Protective Order in the above-captioned case and that I fully understand the terms of the Order. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms.

Executed this _____ day of _____, 20____.

Name

Affiliation

Business Address

Home Address

EXHIBIT 7

Byrne, Harry M.

From: Lehberger, Benjamin J. <blehberger@ssjr.com>
Sent: Monday, May 11, 2015 4:03 PM
To: Byrne, Harry M.; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley <scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.; SSJR Litigation
Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Harry,

To follow up on our discussion by phone last week, Preferred is not willing to agree to provision 7(c) permitting two employees of Nucap to see Highly Confidential Attorneys' Eyes Only documents. We understand that Nucap wants this provision to allow technical representatives within Nucap to evaluate Preferred's products. However, we believe any such evaluation could be conducted by outside experts without having to disclose Preferred's highly confidential information to Nucap and create a risk of harm to Preferred's business interests. Our client is very concerned about having it highly confidential technical, marketing, customer and strategic information disclosed to Nucap's management.

Feel free to give us a call if you would like to discuss this further.

Best regards,

Benjamin J. Lehberger
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986 Bedford Street
Stamford, Connecticut 06905-5619
ssjr.com

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fax +1 (203) 327-1096
blehberger@ssjr.com

From: Lehberger, Benjamin J.
Sent: Tuesday, May 05, 2015 2:16 PM
To: 'Byrne, Harry M.'; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley <scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.; SSJR Litigation
Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Harry,
3pm tomorrow works for us. Please use the following conference call line:
Dial-in: (559) 546-1000

Code: 547143#

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blehberger@ssjr.com

From: Byrne, Harry M. [<mailto:HMBByrne@duanemorris.com>]
Sent: Tuesday, May 05, 2015 1:51 PM
To: Lehberger, Benjamin J.; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley
<scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson,
Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.; SSJR Litigation
Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Anytime tomorrow after 3 pm should work for me. Let me know what time works for you.

Harry M. Byrne
Associate

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From: Lehberger, Benjamin J. [<mailto:blehberger@ssjr.com>]
Sent: Tuesday, May 05, 2015 12:42 PM
To: Byrne, Harry M.; Winter, Gene S.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley
<scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson, Stephen
W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.; SSJR Litigation
Subject: RE: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Harry,
Are you available for a call later today or tomorrow to discuss the protective order?

Benjamin J. Lehberger
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fax +1 (203) 327-1096
blehberger@ssjr.com

From: Byrne, Harry M. [<mailto:HMBByrne@duanemorris.com>]
Sent: Thursday, April 30, 2015 6:07 PM
To: Winter, Gene S.; Lehberger, Benjamin J.; 'William J. Britt' (WBritt@brodywilk.com); Stephen J. Curley
<scurley@earthlink.net> (scurley@earthlink.net); ddebassio@hinckleyallen.com; Zimowski, Stephen S.; Aronson,
Stephen W (saronson@RC.com); Najam, Nicole H. (NNajam@rc.com)
Cc: Pockers, Lawrence H.
Subject: FW: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Counsel,

We've reviewed your proposed changes. While we fine with the balance of the changes, we cannot agree to your edits at Paragraph 7(c). As outlined in the draft we sent a few weeks back, two representatives from each party should be entitled to review documents marked attorneys' eyes only, so that we can consult with technical representatives at our client as to certain documents, and we don't agree to remove that provision. Our original proposal for Paragraph 7(c) was reciprocal and would allow Preferred to designate similar representatives for review of AEO materials produced by Nucap.

Please let us know by May 8 whether you agree with our original proposal for Paragraph 7(c). If not, we will file a motion to compel the production of the documents Preferred is presently withholding. We're available to discuss as well. Thanks.

Harry

Harry M. Byrne
Associate

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From: SSJR Litigation [<mailto:litigation@ssjr.com>]
Sent: Friday, April 17, 2015 4:51 PM
To: Pockers, Lawrence H.
Cc: Byrne, Harry M.; 'saronson@rc.com'; 'Najam, Nicole H.'; 'William J. Britt'; 'scurley@brodywilk.com';
'jmirman@hinckleyallen.com'; 'ddebassio@hinckleyallen.com'; Winter, Gene S.; Lehberger, Benjamin J.; Zimowski,
Stephen S.
Subject: Nucap Industries, Inc., et al. v. Preferred Tool And Die, Inc., et al. SSJR File 06749-L0001A

Please see the attached correspondence and enclosures sent on behalf of Gene S. Winter. Thank you.

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For more information about Duane Morris, please visit <http://www.DuaneMorris.com>

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EXHIBIT 8

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MIRANDA & ESTAVILLO

May 26, 2015

BY ELECTRONIC MAIL

Benjamin J. Lehberger
St. Onge Steward Johnston & Reens LLC
986 Bedford Street
Stamford, Connecticut
blehberger@ssjr.com

Re: **NUCAP Industries Inc. et al. v. Preferred Tool and Die, Inc. et al.**
Superior Court of Connecticut, at Waterbury, No. UWY-CV-14-6026552-S

Dear Ben:

This letter addresses certain deficiencies in Defendant Preferred Tool and Die, Inc. and Preferred Automotive Components' Answers ("Responses") to Plaintiffs' First Requests for the Production of Documents ("Requests for Production") and First Set of Interrogatories ("Interrogatories"). We write in a good faith effort to resolve these deficiencies before we are constrained to take appropriate action with the Court.

Preferred's Answers to Plaintiffs' Requests for Production

As you know, we disagree with Preferred's claim that broad, attorneys' eyes only protection is necessary in this case. While we will not reargue those issues here, it remains our position that any dispute over the attorneys' eyes only provisions of a draft protective order does not relieve Preferred of its obligation to produce all responsive documents in its possession.

Notwithstanding the attorneys' eyes only disagreements, it appears the parties are in agreement on the remainder of the draft protective order. Notably, for documents that would be subject to "confidential" treatment under the protective order only, the parties' agreement over the treatment of confidential documents means that there should be no impediment to Preferred's production of those documents. However, it is apparent that the limited production Preferred has made so far—which represents fifteen (15) documents in total and amounts to only ninety seven (97) pages of materials—is substantially deficient and that "confidential" materials have been

DUANE MORRIS LLP

30 SOUTH 17TH STREET PHILADELPHIA, PA 19103-4196

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withheld. Specifically, Preferred's document production is limited to nothing more than product brochures, product listings, documents relating to the Friction Materials Standards Institute, and letters exchanged by legal counsel. Preferred has not produced a single email.

Thus, based on Preferred's own statements in their Answers to the Requests for Production, it is apparent that Preferred is holding back a large category of documents that: (1) Preferred has admitted exist and are responsive; and (2) could not, by their very nature, qualify for "attorneys' eyes only" protection under the protective order. Those documents should be produced without delay and are:

Request for Production No. 2

This Request seeks all documents in the personnel files for Bosco, Dambraskas, Reynolds, Mike Chasse and/or Don Chasse, and any other former employee of NUCAP or Nucap US who is a current employee or agent of Preferred. Those documents and materials could not qualify as highly sensitive materials and there would be no basis for Preferred to apply an attorneys' eyes only designation for these documents. At most, they would be confidential. Thus, there is no disagreement over their treatment in this litigation and no justification for Preferred's failure to produce them.

Request for Production No. 6.

This Request called for the production of all documents concerning Preferred's activities at the SAE Brake Colloquium. Your Answers indicated that, subject to the entry of a protective order, Preferred would produce any responsive documents in its possession. To date, however, we have not received any. There is nothing either highly confidential or especially sensitive about Preferred's (largely public) activities at the Colloquium and Preferred's current position over attorneys' eyes only language cannot justify Preferred's failure to provide responsive documents.

Request for Production No. 9.

In response to a request for all documents concerning Preferred's "product portfolio," as referenced in Carl Dambraskas' April 24, 2013 letter (attached to the Complaint), Preferred again indicated that any documents would likely contain confidential information and that documents would only be produced subject to the entry of a protective order. As there is no disagreement over the terms of a "confidentiality" protection under the proposed protective order, please produce these documents immediately. Preferred has not claimed that any documents responsive to Request No. 9 would contain highly confidential information, nor could it.

Request for Production No. 11

This Request seeks all communications between Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, respectively, and any of Plaintiffs' Customers. Your Answer indicated that, subject to the entry of a protective order, Preferred would produce any responsive documents in its possession. Yet, we have not received any documents. There is nothing either highly confidential or especially sensitive about Preferred's communications with its third party customers and Preferred's current position over attorneys' eyes language cannot justify Preferred's failure to provide responsive documents. Please provide the requested documents immediately.

Request for Production No. 12

Request No. 12 asked for the production of all documents concerning Preferred's solicitation, recruitment, and/or hiring of Bosco, Dambrauskas, Reynolds, Mike Chasse and/or Don Chasse, and any other current or former employee of Plaintiffs. While Preferred has acknowledged some documents exist, it has not produced any. The confidentiality issues cannot possibly provide a justification for the non-production of documents, as Preferred's recruitment of the former Nucap employees listed would not be confidential or contain any highly sensitive material of Preferred. To the extent you believe that any responsive documents might be confidential, we have no issue to Preferred making a production under a confidentiality designation.

Request for Production No. 13

This Request seeks all communications between Preferred and Bosco from January 1, 2012 to the present. Preferred objected to this Request on the grounds that it seeks information after the expiration of Mr. Bosco's non-competition agreement. There is no basis for that objection.

As you are aware, Plaintiffs have alleged, among other things, that Preferred has misappropriated trade secrets through Mr. Bosco. That claim has nothing to do with Mr. Bosco's non-competition agreement and Plaintiffs are entitled to discovery on all communications Preferred had with Mr. Bosco, not just those that occurred prior to November 2014. The fact that Preferred has refused to produce documents after that date demonstrates, in our view, that Preferred has been in communication with Mr. Bosco after November 2014 and possesses documents that it has withheld from production. Those communications are discoverable, directly relevant to Plaintiffs' claims of trade secret misappropriation, and must be produced.

Second, your Answer indicated that Preferred would produce documents subject to its objection to the time frame of the request. However, we have not received any communications to date. As Preferred has not objected to the production of communications prior to November 19, 2014, there should be no reason for the delay in the production of the pre-November 19, 2014

documents. To the extent you believe that any responsive documents might be confidential, we have no issue to Preferred making a production under a confidentiality designation.

Request for Production No. 14.

This Request seeks all documents concerning or describing Mr. Bosco's current and/or past role, responsibilities and/or affiliation with Preferred. While Preferred has indicated, subject to certain objections that no such documents exist because Mr. Bosco has never been employed by or affiliated with Preferred, other statements made by Mr. Bosco call Preferred's statements into question. Specifically, Mr. Bosco has already admitted to Nucap that he met with representatives of Preferred at the SAE Brake Colloquium in October 2013. Consistent with Mr. Bosco's representations, Nucap employees additionally observed Mr. Bosco in meetings with Preferred at the Colloquium and at the Preferred show booth and were told, by persons at Preferred no less, that anyone appearing at Preferred's booth was "with" Preferred. At the very least, Preferred would possess responsive documents relating to those encounters and those documents should be produced to us without delay. To the extent Mr. Bosco has any larger role with Preferred, as we believe he does, those documents would be responsive to Request No. 14 and should be produced as well.

Requests for Production Nos. 15, 16, and 17.

These Requests sought all documents concerning the current or past roles or responsibilities at Preferred of Carl Dambrauskas, Tom Reynolds, and Mike Chasse, respectively. While we disagree with Preferred's objections—including the objection that such agreements would be confidential and would only be produced subject to a protective order—there is not currently any disagreement over the treatment of confidential materials. As a result, please produce these documents without additional delay.

Request for Production No. 18.

This Request sought all documents concerning the current or past role of Don Chasse at Preferred and Preferred stated that it would produce documents. We have not received any documents relating to Don Chasse's role at Preferred, so please supplement your response and produce any responsive documents immediately. Unlike many of Preferred's prior Answers, you did not state that Preferred's production was contingent on the entry of a protective order. Thus, there should be no reason for the delay in production.

Requests for Production Nos. 20, 21, 22, 23, and 24.

These Requests sought all documents concerning agreements between Preferred and Robert Bosco, Carl Dambrauskas, Tom Reynolds, Mike Chasse, and Don Chasse, respectively. While we disagree with Preferred's objections—including the objection that such agreements would be confidential and would only be produced subject to a protective order—there is not

currently any disagreement over the treatment of confidential materials. As a result, please produce these documents without additional delay.

Preferred's Answers to Plaintiffs' Interrogatories

Interrogatory No. 3.

Preferred's response to Interrogatory No. 3 is incomplete and evasive, as it provides the business contact information only for Dambrauskas and Reynolds. The Interrogatory requested all email addresses, phone numbers, and electronic devices the individuals used to communicate "on behalf of Preferred" and, as a result, necessarily includes personal electronic devices, phone numbers, and emails. Please revise your response and provide all the information requested, including the information on the personal electronic devices for Dambrauskas and Reynolds.

With respect to Mike Chasse and Don Chasse, please confirm that they have never communicated on behalf of Preferred on any of their electronic devices or email addresses, including personal devices and email addresses.

Interrogatory No. 6.

Preferred's Answer to Interrogatory No. 6, which requested information on Preferred's communications with Robert Bosco, is evasive and incomplete in several ways.

First, the Interrogatory requested details on communications between Preferred and Bosco at any time after June 1, 2011, which means from June 1, 2011 to the present. By limiting your response to only those communications that occurred between June 1, 2011 and the expiration of Bosco's non-compete agreement, you are placing a limitation on the Interrogatory that is neither justified by relevant law or the plain language of the Interrogatory. Plaintiffs have alleged, among other things, that Preferred has misappropriated trade secrets through Mr. Bosco—a claim that has nothing to do with Mr. Bosco's non-competition agreement and is in fact legally independent of any contract claim Plaintiffs might have separately against Mr. Bosco. Thus, Plaintiffs are entitled to explore all communications Preferred had with Mr. Bosco, not just those that occurred prior to November 2014. The fact that Preferred both references Mr. Bosco's non-competition agreement and has limited its answer on that basis suggests that Preferred is well aware of the agreement and has been in communication with Mr. Bosco.

Second, Preferred's vague reference to communications between Mr. Bosco and Mr. Dambrauskas is inadequate. While Plaintiffs understand that Mr. Bosco and Mr. Dambrauskas may be personal friends, that does not shield their conversations from discovery, especially to the extent their communications related to the brake industry, Nucap, Preferred, or matters raised in or implicated by the Complaint.

For both of these reasons, please revise and supplement your Answer.

Benjamin J. Lehberger
May 26, 2015
Page 6

Duane Morris

Interrogatory No. 11.

In the Answer to Interrogatory No. 11, you reference an unidentified "potential customer" who requested a quote from Preferred in September 2012. Please identify the customer by name and produce any communications between Preferred and this customer. As Preferred has not interposed any objections to Interrogatory No. 11, there should not be any impediment to Preferred supplementing its Answer.

Interrogatory Nos. 12 and 15.

In the Answer to Interrogatory No. 12, you state that Preferred has designed, manufactured, or created the following automotive parts: PAC440, PAC441, PAC442, PAC444, and PAC445. Please identify the individual or individuals responsible for the design, manufacture, or creation of those parts.

Similarly problematic is your Answer to Interrogatory No. 15, which states that "all Preferred" employees are involved in the conception, design, drawings, plans, development, manufacture, distribution, and/or sale of automotive parts. That answer is evasive and attempts to hide behind Preferred's size as a reason for not answering the Interrogatory. Please identify the individuals, as requested. If it would easier for Preferred to list each employee in conjunction with their role and job functions at the company, that would satisfy our concerns with your Answer.

Please let us know Preferred's position with respect to each of the issues listed by no later than June 1, 2015. Please also let us know when we can expect to receive documents from Preferred.

Sincerely,



Harry M. Byrne

HMB:dmr/DM15638308.1

cc: Lawrence H. Pockers
Stephen W. Aronson
Nicole H. Najam
Gene S. Winter
William J. Britt
Steven J. Curley
David A. DeBassio
Jeffrey J. Mirman

EXHIBIT 9

St. Onge Steward Johnston & Reens LLC

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June 10, 2015



VIA EMAIL ONLY
hmbyrne@duanemorris.com

Harry M. Byrne
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103

Re: SSJR File 06749-L0001A
Nucap Industries, Inc. and Nucap US Inc. v. Preferred Tool And Die, Inc.,
Preferred Automotive Components and Robert A. Bosco, Jr.

Dear Harry:

We write in response to your letter of May 26, 2015.

As previously discussed, Preferred does not agree with Nucap's proposed changes to the draft Protective Order which would provide employees and officers of Nucap with access to any and all highly confidential documents. We also do not agree with your characterization that Preferred seeks "broad" attorneys' eyes only protection. During our last call, we indicated our willingness to discuss the scope of documents that are able to be marked as attorneys' eyes only. To date, Nucap has not provided a proposal in this regard.

Preferred is also not willing to produce confidential documents under the terms of a partially agreed to draft Protective Order as suggested in your letter. We would like to resolve all of the outstanding issues with the Protective Order before producing such documents.

In response to your individual requests, we disagree with Nucap's characterization of the outstanding documents. Though Preferred's search for documents is continuing, Preferred has conducted a reasonable search and produced any resulting non-confidential responsive documents. Additional documents will be produced as they are identified and once a Protective Order is entered.

With respect to Request No. 2, as previously noted, we object to this request as calling for documents and information protected by Conn. Gen. Statute § 31-128f. Portions of any such personnel files that are not protected by the statute will be produced once a Protective Order is entered.

With respect to Request No. 6, Preferred has already produced responsive documents which included the brochure distributed at the SAE Brake Colloquium. Preferred is searching for additional responsive documents and will produce them, if any. With respect to Request no. 9, Preferred has also produced documents concerning its product portfolio. Additional documents concerning Preferred's product portfolio will be produced once a Protective Order is entered.

With respect to Request No. 11, Preferred considers the identity of customers and communications with customers to be confidential and will produce those documents once a Protective Order is entered.

With respect to Request No. 12, as previously noted, we object to this request as calling for documents and information protected by Conn. Gen. Statute § 31-128f. Documents that are not protected by the statute will be produced once a Protective Order is entered.

With respect to Request No. 13, Preferred is continuing to search for responsive documents and will produce them, if any, once a Protective Order is entered.

With respect to Request No. 14, we reiterate our understanding that Bosco is not and has never been employed by or affiliated with Preferred and, therefore, no responsive documents exist. Your assertion that Bosco's presence and alleged conversations with Preferred at the SAE Brake Colloquium in October 2013 somehow indicates Preferred possesses responsive documents is unfounded.

With respect to Request Nos. 15, 16, 17 and 18, as previously noted, we object to these requests as calling for documents and information protected by Conn. Gen. Statute § 31-128f. Documents that are not protected by the statute will be produced once a Protective Order is entered. We note that your assertion that our response to Request No. 18 did not state production was dependent on agreement to a Protective Order is incorrect.

With respect to Request No. 20, we reiterate our understanding that Bosco is not and has never been employed by or affiliated with Preferred and, therefore, no responsive documents exist.

With respect to Request Nos. 21, 22, 23, and 24, as previously noted, we object to these requests as calling for documents and information protected by Conn. Gen. Statute 31-128f. Documents that are not protected by the statute, if any, will be produced once a Protective Order is entered.

Regarding Interrogatory No. 3, it is our understanding that these individuals never communicated on behalf of Preferred using personal electronic devices, phone numbers or

Harry Byrne
June 10, 2015
Page 3

email addresses. Further, Preferred's response states that neither Mike Chasse nor Don Chasse communicate on behalf of Preferred.

Regarding Interrogatory No. 6, Preferred is continuing to search for any communications between Preferred and Bosco and will supplement its response to the extent any are found once a Protective Order is entered. Personal communications between Dambrauskus and Bosco are not within Preferred's custody or control.

Regarding Interrogatory No. 11, Preferred will supplement this response to identify the potential customer once a Protective Order is entered.

Regarding Interrogatory No. 12, Preferred submits that its response is complete. This interrogatory does not call for the identity of "the individual or individuals responsible for the design, manufacture, or creation" of the parts listed.

Regarding Interrogatory No. 15, it appears you intended to reference Interrogatory No. 14. Preferred will supplement its response with the information on Preferred's employees once a Protective Order is entered.

Please let us know if you would like to schedule a call to discuss this further.

Sincerely,

A handwritten signature in black ink, appearing to read "B. J. L.", with a stylized, flowing script.

Benjamin J. Lehberger
blehberger@ssjr.com

cc: Counsel of Record

EXHIBIT 10

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,	)	SUPERIOR COURT
)	
Plaintiffs,	)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.	)	_____, 2015

JOINT MOTION FOR ENTRY OF STIPULATED PROTECTIVE ORDER

Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (“Preferred”), Defendant Robert A. Bosco, Jr. (“Bosco”), and Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.’s (“Nucap”) hereby move for entry of the Stipulated Protective Order filed herewith this date.

_____, 2015

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

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NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.	)	_____, 2015

STIPULATED PROTECTIVE ORDER

Plaintiffs Nucap Industries, Inc. and Nucap US, Inc.’s (“Nucap”), Defendants Preferred Tool and Die, Inc., and Preferred Automotive Components (collectively “Preferred”), and Defendant Robert Bosco, Jr. (“Bosco”), hereby request, pursuant to Connecticut Practice Book § 13-5, that the following Protective Order be entered by the Court.

1. This Protective Order shall govern any designated information produced between and by Nucap, Preferred, and Bosco in this action, including all designated deposition testimony, documents and discovery materials; all such information, documents, portion of any documents and other material may be referred to as “Designated Material” under this Order.

2. Counsel for any party shall have the right to designate as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY and, therefore, subject to this Protective Order, any information, document or portion of any document that the designating party reasonably and in good faith believes contains, reflects or reveals trade secrets or other confidential research, development, marketing, strategic, financial or other confidential commercial or personal information the disclosure of which would tend to cause harm to the designating party’s legitimate business or privacy interests of the designating party or employees thereof, or other information required by law or agreement to be kept confidential.

3. Designations shall be made by stamping each page of the document containing confidential information with the legend CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, prior to its production. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way. If inadvertently produced without such legend, the producing party shall furnish written notice to the receiving party that the information or document shall be CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY under this Protective Order.

4. Deposition transcripts, or portions thereof, may be designated as subject to this Protective Order either: (a) during the deposition; or (b) by written notice to the reporter and all counsel of record, within thirty (30) days after the deposition transcript is received by the designating party. For testimony designated CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, the designating party shall have the right to exclude from a deposition before the taking of the designated testimony all persons not authorized to receive such information under this Protective Order.

5. Each party and all persons bound by the terms of this Protective Order shall use any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, solely for the purpose of prosecution or defense of this action, and for no other purpose or action. The attorneys of record for the parties shall exercise reasonable care to insure that any information or documents that are designated as CONFIDENTIAL or CONFIDENTIAL—ATTORNEYS' EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting,

or disclosing such information, are (a) used only for the purposes specified herein; and (b) disclosed only to authorized persons.

6. Documents or information designated as CONFIDENTIAL, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may be disclosed only to:

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel's supervision;
- (c) parties named in this litigation, including their officers, directors and employees (including in-house counsel) to whom disclosure is reasonably necessary for this litigation;
- (d) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (e) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants (1) are disclosed to the opposing party in accordance with Paragraph 10 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

7. Each party shall have the right to designate as CONFIDENTIAL— ATTORNEYS' EYES ONLY and subject to this Protective Order any information described in Paragraph 2, which the designating party reasonably and in good faith considers to be of such a sensitive nature that disclosure to an opposing party poses a potential threat of substantial serious or irreparable harm or commercial disadvantage, including but not limited to confidential research and development, non-public product design information, trade secrets, financial information, or information capable of being utilized for the preparation or prosecution of patent applications. Information

designated CONFIDENTIAL–ATTORNEYS’ EYES ONLY, as well as any copies, excerpts, abstracts, analyses, summaries, descriptions, or other forms of recorded information containing, reflecting, or disclosing such information, may only be disclosed to the following persons:

- (a) the Court and its officers;
- (b) counsel representing the parties named in this litigation and paralegals, assistants, office clerks, secretaries and other personnel working under counsel’s supervision;
- (a) two designated in-house counsel or representatives for Nucap Industries Inc. and Nucap US Inc. on the one hand, and two designated in-house counsel or representatives for Preferred Tool and Die, Inc. and Preferred Automotive Components on the other hand;
- (c) court reporters, translators, duplicating services and auxiliary services of like nature routinely engaged by counsel; and
- (d) outside experts and consultants used by counsel of the parties to assist in this litigation, provided such experts and consultants (1) are disclosed to the opposing party in accordance with Paragraph 10 and (2) agree to be bound by this Order by signing a document substantially in the form of Exhibit A.

8. Documents or information designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY may also be shown to (a) a witness during the examination of such witness at an examination, deposition, hearing or trial, or in preparation for the same, provided that (1) the witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular witness in advance and such witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A; or (b) any individual who counsel believe(s) in good faith is a potential witness

provided that (1) the potential witness is privy to the confidential document or information, or (2) the designating party consents to the disclosure to the particular potential witness in advance and such potential witness agrees to be bound by this Order by signing a document substantially in the form of Exhibit A. Immediately following the examination, deposition, hearing or trial, or preparation for the same, such witness or potential witness must return all confidential documents and copies thereof to the producing party.

9. Unless otherwise ordered by the Court or otherwise agreed to in writing by the designating party, a party that seeks to disclose Designated Material to an expert or consultant in accordance with Paragraphs 6(e) or 7(d) must first adhere to the following:

- (a) The party must provide written notice to the designating party that (1) sets forth the party's desire to disclose Designated Material to the expert or consultant, (2) sets forth the full name of the expert or consultant and the city and state of his or her primary residence, (3) attaches a copy of the expert or consultant's current resume reflecting his or her current employer(s), (4) identifies each person or entity from whom the expert or consultant has worked or consulted for in his or her areas of expertise during the preceding five years; and (5) identifies any litigation in connection with which the expert or consultant has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.
- (b) Unless, within ten (10) days of receiving appropriate notice as defined in part (a) above, the designating party provides a written objection setting forth, in detail, legitimate grounds for refusing consent, the party may disclose the Designated Material to the identified expert or consultant. "Legitimate grounds" as used in this

paragraph shall mean more than merely challenging the qualifications of the expert or consultant.

- (c) If the party receives a timely written objection complying with part (b) above, the parties must meet and confer to try to resolve the matter by agreement within seven (7) days of the written objection. If the parties are unable to agree, the party seeking to make the disclosure may file a motion with the Court outlining the party's need to disclose the Designated Material to the expert or consultant. The designating party opposing disclosure shall bear the burden of proving that the risk of harm outweighs the receiving party's need to disclose.

10. Counsel shall maintain a collection of all signed documents by which persons have agreed to be bound by this Order.

11. This Protective Order shall not preclude any party from seeking and obtaining, on an appropriate showing, such additional protection with respect to the confidentiality of documents or other discovery material as that party may consider appropriate. Nor shall any party be precluded from claiming that any matter designated hereunder is not entitled to the protection of this Protective Order, from applying to the Court for an Order permitting the disclosure or use of information or documents otherwise prohibited by this Protective Order, or from applying for an Order modifying this Protective Order in any respect.

12. If a party objects to the designation of any particular document or other information as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY during the discovery period, then the following procedure shall apply:

- (a) The objecting party shall give counsel of record for the designating party written notice thereof, specifying the document or information as to which an objection is asserted and the reasons for the objection;

- (b) If the parties cannot reach agreement concerning the matter within seven (7) business days after the delivery of the written notice, then the designating party may, within seven (7) business days thereafter, file and serve a motion with the Court seeking a court order that the materials are CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY within the meaning of the Protective Order. The Designated Materials shall continue to be treated as CONFIDENTIAL or CONFIDENTIAL– ATTORNEYS’ EYES ONLY until determined to be otherwise by order of the Court or by agreement of the parties;
- (c) If the designating party has not filed a motion with the Court seeking a court order that materials are to be treated as CONFIDENTIAL or CONFIDENTIAL– ATTORNEYS’ EYES ONLY by the fifteenth (15th) business day following written notice as described in (a) above, then such materials are no longer subject to this Protective Order.
- (d) In any such motion filed with the Court, the designating party will have the burden to show “good cause” supporting the designation.

13. Inadvertent production of any documents or information subject to the attorney-client privilege or work product doctrine shall not constitute a waiver of such privilege or of the work-product protection. The parties agree that upon discovery of inadvertent production, the disclosing party may immediately request the return of such documents and the receiving party shall promptly return, sequester or destroy the specified information and any copies it has and may not use or disclose the information.

14. If a party intends to use Designated Material in any Court filing, such party shall file the designating material under seal.

15. Summaries or statistical analyses derived from documents designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY shall be considered Designated Material unless presented in a manner that the underlying confidential information is not disclosed and could not be derived from the information contained in such summary or statistical analyses. Use of Designated Material in such summary or statistical analyses shall not affect the parties’ ongoing obligations to maintain the confidentiality of confidential information used therein.

16. Nothing in this Protective Order shall preclude a party from using any information that: (a) was in the public domain at the time it was designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY under this order or, prior to the date of the use or disclosure by the party, has entered the public domain through no fault of the party or any party to whom the receiving party has disclosed such Designated Material; (b) was known to the party, without restriction, at the time of production by an opposing party, as shown by written records of the party kept in the ordinary course of business; (c) was rightfully communicated to the party by persons who such party reasonably believes are not bound by confidentiality obligations with respect there to; or (d) is disclosed by the party with the prior written approval of the opposing party who designated such information as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY.

17. Upon final termination of this action, whether by settlement, dismissal or other disposition, but no later than 45 days following written notice from the opposing Party: (a) Nucap’s counsel shall either destroy or assemble and return to Preferred’s counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL–ATTORNEYS’ EYES ONLY by Preferred, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product;

and (b) Preferred's counsel and Bosco's counsel shall either destroy or assemble and return to Nucap's counsel all documents designated as CONFIDENTIAL or CONFIDENTIAL-ATTORNEYS' EYES ONLY by Nucap, and any material derived or generated from such Designated Material, and all copies thereof, except for court filings, deposition transcripts, trial exhibits and attorney work product. Said destruction or return of said material and copies shall take place within forty-five (45) days of receipt of such a written request from opposing counsel or of final termination of this action, whichever is later. If Nucap's counsel, Preferred's counsel, and Bosco's counsel elect to destroy said material, then they shall provide written certification to opposing counsel certifying that such materials and copies have been destroyed once destruction has been completed.

18. With respect to testimony elicited during hearings and other proceedings, whenever counsel for any party deems that any question or line of questioning calls for the disclosure of Protected Information, counsel may designate on the record prior to such disclosure that the disclosure is subject to confidentiality restrictions. Whenever Protected Information is to be discussed in a hearing or other proceeding, any party claiming such confidentiality may ask the Court to have excluded from the hearing or other proceeding any person who is not entitled under this Order to receive information so designated.

19. The termination of this action shall not terminate the directives of this Protective Order.

20. Nothing contained in this Protective Order shall preclude a party from objecting to the discoverability of any information or documents.

21. This Protective Order may be modified, and any matter related to it may be resolved, by written stipulation of the parties or by further order of the Court.

22. The parties and any other persons or entities subject to the terms of this Order agree that the Superior Court of Connecticut, Waterbury Judicial District, shall have jurisdiction over them for the purposes of enforcing this Order, notwithstanding any subsequent disposition of this action. The parties and any other person or entities subject to the terms of this Order further agree that Connecticut law, without regard to conflicts of law principles, shall govern any action to enforce or relating to this Order.

PLAINTIFFS
NUCAP INDUSTRIES, INC. AND
NUCAP US, INC.

DEFENDANTS
PREFERRED TOOL AND DIE, INC. AND
PREFERRED AUTOMOTIVE COMPONENTS

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EXHIBIT A

NO. UWY-CV-14-6026552-S

NUCAP INDUSTRIES, INC. et al.,)	SUPERIOR COURT
)	
Plaintiffs,)	J.D. OF WATERBURY
)	
v.)	
)	
PREFERRED TOOL AND DIE, INC., et al.,)	
)	
Defendants.	)	_____, 2015

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I certify that I have carefully read the Protective Order in the above-captioned case and that I fully understand the terms of the Order. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms.

Executed this ____ day of _____, 20____.

Name

Affiliation

Business Address

Home Address